



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, November 28, 2022 – 8:00 a.m.

Board of Clallam County Commissioner meetings will also be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link: <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

Administration – 9 a.m.

1. Calendar/Correspondence
2. Screening committee recommendation for Department of Community Development Director position

Recommendation 

Public Works

3. Resolution adopting the 2023 Annual Construction Project (4a)*

Resolution 

4. Land purchase agreement with Barber/Eubank for a right-of-way along Hoko-Ozette Road

Land purchase agreement 

5. Easement agreement with Clallam County PUD No. 1 to install a power pole in the north end of Towne Road

Easement agreement 

6. Agreement amendment No. 1 with Department of Ecology for solid waste management

Agreement amendment 1 

7. Agreement with Washington State University for solid waste management grant

Agreement 

Board of Commissioners

8. Resolution reappointing Joseph Skarkey to the Olympic Area Agency on Aging Advisory Council

Resolution 

9. Resolution reappointing Rochelle Blankenship and Brooke Nelson to the Sheriff's Citizen Advisory Committee

Resolution 

10. Discussion regarding a memorandum of agreement with Evergreen Forest County Group for \$10,000 annual dues for Public Land, Environment and Natural Resources work by Robert K. Weidner – Chartwell Enterprises Inc.

Evergreen 

Budget

11. Resolution establishing the 2023 levy rates for Veteran's Relief, Developmental Disabilities and Land Assessment Funds for Clallam County.

Resolution 

Department of Natural Resources - 1 p.m.

• Quarterly income report

DNR report 

General Discussion/Items for Future Agendas

• Continued Work Session - CANCELLED (December 12)

• Marine Resources Committee projects update (January 30)

EXECUTIVE SESSION

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.
- Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board.
- Copies of public documents from Board meetings are available by contacting the Public Records Department.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

2
11/28/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 11-28-22

Item summary:

- ☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #
☐ Resolution ☐ Proclamation ☐ Budget Item

Executive summary:

In accordance with Clallam County Code 3.32 provisions and direction from the Board of Commissioners, a committee was formed to review and evaluate the applications received for appointed Interim DCD Director for the remaining term of the vacancy for the position of Department of Community Development Director, an elected position. Five applicants were evaluated through the use of a qualification screening tool used to score education and experience; one applicant met the minimum qualifying score. The committee is forwarding the eligible applicant(s) for further review by the Board of Commissioners.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Based on current staffing levels, it is anticipated that the Department of Community Development approved 2022 budget can absorb the needed funding for the remainder of the year.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

The committee is forwarding the eligible applicant(s) for further review by the Board of Commissioners. The Board of Commissioners will hold interviews for applicant(s) on Tuesday, November 29, 2022 at 9:30 a.m. in the Board of Commissioners Board Room 160.

County Official signature & print name:  Rich Sill, Administrator

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Rich Sill – Administrator, Rich Meier – Department of Community Development, Kevin LoPiccolo – Health and Human Services, Human Resources, Prosecuting Attorney's Office

Relevant Departments: Board of Commissioners, Rich Sill – Administrator, Rich Meier – Department of Community Development, Kevin LoPiccolo – Health and Human Services, Human Resources, Prosecuting Attorney's Office

Date submitted: 11-22-22

* Work Session Meeting - Submit 1 single sided/not stapled copy Director of Community Development screening committee 11-28-22
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works

WORK SESSION ☒ Meeting Date 11/28/2022

REGULAR AGENDA ☒ Meeting Date: 11/29/2022

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation |
| ☐ Draft Ordinance | ☐ Final Ordinance |
| | ☐ Budget Item |
| | ☐ Other |
- Documents exempt from public disclosure attached: ☐

Executive summary:

The 2023 Annual Road Construction Program is developed from the 2023-2028 6-Year TIP which was adopted after the public hearing was held on November 8th. The Annual Construction Program includes expected projects for 2023.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

The Annual Construction Program constitutes a significant portion of the Road Fund.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

It is recommended that the Commissioners approve and sign this resolution.

County Official signature & print name: Mary Peterson Mary Peterson for Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi & Steve Gray

Relevant Departments: Public Works

Date submitted: 11/22/2022

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



CR RESOLUTION ___, 2022

ADOPTING THE ANNUAL CONSTRUCTION PROGRAM FOR 2023

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The annual construction program, for the year beginning in 2023, is ready for adoption.
2. It is the practice and policy of Clallam County that when required, full environmental review of the projects listed in the annual program are made at the time when a project is ready to begin. Detailed engineering drawings, specifications and other facts are available to enable an environmental assessment made at that time to be based upon full and complete information concerning the project.
3. The annual construction program, in compliance with WAC 136-16-010 through -042, outlines expected projects and thus provides guidance to the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. The adoption of the Clallam County Annual Construction Program for 2023, not being an action within the definitions of the State Environmental Policy Act, does not require either the preparation of any environmental documentation, or a determination as to environmental significance.
2. The Annual Construction Program for 2023 is hereby adopted.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Cc: Public Works

Clallam County
2023
Annual Construction Program
WAC 136-16

(A) TOTAL CONSTRUCTION DONE (total sum of column 13 + column 14): \$8,331,000.00
(B) COMPUTED COUNTY FORCES LIMIT: \$1,268,003.75
(C) TOTAL COUNTY FORCES CONSTRUCTION (total sum of column 14): \$50,000.00

Date of Environmental Assessment:
Date of Final Adoption:
Ordinance/Resolution Number:

(1)	(2)	(3)	(4)				(5)	(6)	(7)	(8)	(9)		(10)	(11)	(12)	(13)		(14)	(15)
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road #	Road Segment Information			Project Length(mi.)	Project Type Code	Environmental Assessment	County Road Funds	Sources of Funds		PE & CE (\$95.10)	Right of Way (\$95.20)	Estimated Expenditures Dollars		Grand Total (All \$95)		
				Road Name	BMP	EMP					FFC	Amount			Program Source	Construction Contract		County Forces	
1	1	Black Diamond Road (#31030) 698-1507 HSIP-05AG (002)	31030	Road Name: Black Diamond Road From: 2.66 To: 3.40	2.66	3.40	08	0.74	Safety P&T	E	\$70,000	\$0.00	HSIP	\$20,000	\$50,000			\$70,000	
2	2	Carlsborg Road (#94270) 698-1902 RAP#0519-01	94270	Road Name: Carlsborg Road From: 1.01 To: 1.76	1.01	1.76	07	0.75	2R	E	\$43,000	\$847,000.00	RAP	\$20,000	\$50,000	\$820,000		\$890,000	
3	3	Dry Creek Road (#31870) 698-1601 RAP#0515-01	31870	Road Name: Dry Creek Road From: 0.00 To: 0.68	0.00	0.68	07	0.68	3R	E	\$10,000	\$0.00	RAP	\$10,000				\$10,000	
4	4	Dungeness Natl. Wildlife Refuge (DNWR) Access Improvements (#45350, 45890, 94170) 698-2001 FLAP- 9905(007)						N/A	3R	I	\$26,000	\$106,000.00	Federal Lands Access Program	\$132,000				\$132,000	
5	5	Heath Road (#45850) 698-1910	45850	Road Name: Heath Road From: 0.00 To: 1.50	0.00	1.50	09	1.50	Safety	I	\$30,000			\$15,000	\$15,000			\$30,000	
6	6	Hoko-Ozette Road (#91460)	91460	Road Name: Hoko-Ozette Road From: 19.50 To: 19.51	19.50	19.51	07	0.01	NEW	I	\$10,000			\$5,000	\$5,000			\$10,000	
7	7	Kitchen Dick Rd (#94170) & Old Olympic Hwy (#94120) Roundabout	94170 94120	Road Name: Kitchen Dick Road From: 1.47 To: 1.48 Road Name: Old Olympic Highway From: 5.00 To: 5.01	1.47 5.00	1.48 5.01	07 07	0.02	IS	I	\$20,000			\$20,000				\$20,000	
8	8	Joyce-Piedmont Road (#92210) SCP-21001	92210	Road Name: Joyce-Piedmont Road From: SR112 To: East Beach Rd.	0.00	4.30	07	4.30	3R Safety	I	\$5,000	\$0.00	Federal Lands Access Program	\$5,000				\$5,000	
9	9	Sequim-Dungeness Wy/ Woodcock Rd Roundabout (#95250/52500) C1257 HSIP-000S (555)	95250 95000	Road Name: Sequim-Dungeness Wy From: 2.42 To: 2.62 Road Name: Woodcock Road From: 4.54 To: 4.55	2.42 4.54	2.62 4.55	07 07	0.21	IS	I	\$10,000	\$0.00 \$0.00	HSIP STP(E)	\$10,000				\$10,000	
10	10	South Airport Road (#93230)	93230	Road Name: S. Airport Road From: 0.00 To: 0.682	0.00	0.68	16	0.68	2R	I		\$1,028,000.00	NHS	\$10,000		\$1,018,000		\$1,028,000	
11	12	Towne Road (#52270) 698-1606	52270	Road Name: Towne Rd. From: 1.99 To: 2.74	1.99	2.74	09	0.75	3R	E	\$800,000	\$1,190,000.00	County			\$1,990,000		\$1,990,000	
12	14	Clallam Slough Bridge Replacement (#19400BR1) 698-2001 BROS-05AD (001)	19400	Road Name: Frontier Street From: 0.07 To: 0.44	0.07	0.44	08	0.37	Br	I		\$3,873,000.00	BR			\$3,873,000		\$3,873,000	
13	16	Sol Duc River Bridge (#11200BR1)	11200	Road Name: Quillayute Rd. From: 6.47 To: 6.52	6.47	6.52	08	0.05	Br	I	\$23,000	\$73,000.00	STP(BR)	\$96,000				\$96,000	

(1)	(2)	(3)	(4)				(5)	(6)	(7)	(8)	(9)		(10)	(11)	(12)	(13)		(14)	(15)
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				Road Name	BMP	EMP	FFC					Amount	Program Source				Construction Contract	County Forces	
14	17	Weel Bridge (#18760BR1)	18760	Road Name: Weel Road From: .39 To: .58	0.39	0.58	09	0.19	Br	I	\$7,500	\$57,500.00	STP(BR)		\$65,000				\$65,000
15	18	Bear Creek Road (#20210) Culvert Replacements	20210	Road Name: Bear Creek Road From: 1.74 To: 1.78	1.74	1.78	09	0.04	FP	I	\$5,000					\$5,000			\$5,000
16	19	Crescent Beach Road (#22990) Culvert Replacement	22990	Road Name: Crescent Beach Road From: 0.32 To: 0.32	0.32	0.32	09	0.00	FP	I	\$200,000						\$200,000		\$200,000
17	21	Hoko-Ozette Road Culvert Replacement (#91460)	91460	Road Name: Hoko-Ozette Rd From: 5.77 To: 5.78	5.77	5.78	07	0.01	FP	I	\$220,000				\$20,000		\$200,000		\$220,000
18	22	Johnson Creek Triple Culvert Replacement on Hoko-Ozette Road (#91460)	91460	Road Name: Hoko-Ozette Road From: 9.4 To: 9.4	9.40	9.40	07	0.00	FP	I	\$100,000					\$100,000			\$100,000
19	23	Kugal Creek Culvert Replacement (#20650) SCP-21006	20650	Road Name: Cooper Ranch Road From: .24 To: .25	0.24	0.25	09	0.01	FP	I	\$10,000				\$10,000				\$10,000
20	25	Wisen Creek & Swede Roads- Culvert Replacements (#20550, 20460) 698-2002	20550 20460	Road Name: Wisen Creek Road From: 0.13 To: 0.38 Road Name: Swede Road From: 0.00 To: 0.00	0.13 0.00	0.38 0.00	09 09	0.25	FP	I	\$5,000					\$5,000			\$5,000
21	26	Olympic Discovery Trail (ODT)- Forks Calawah River Park to Sitkum-Sol Duc Road (aka "A" Rd) 698-1907						N/A	P&T	I	\$9,000	\$51,000.00	TAP(R)		\$60,000				\$60,000
22	27	Olympic Discovery Trail- Forks to LaPush Trail Corridor Acquisition 698-2101 TAP-2005 (090)						N/A	P&T	I	\$330,000	\$340,000.00	RCO			\$670,000			\$670,000
23	29	Countywide Olympic Discovery Trail Trail Corridor Gap Acquisition 698-1607, 698-2102, 698-2103						N/A	P&T	I	\$50,000					\$50,000			\$50,000
24	30	Countywide Overlay Surface Improvements						N/A	HMA	E	\$200,000				\$20,000		\$180,000		\$200,000
25	31	Countywide Various Improvements						N/A	Safety	E	\$100,000				\$20,000	\$30,000		\$50,000	\$100,000
											\$2,283,500		\$7,565,500		\$538,000	\$980,000	\$8,281,000	\$50,000	\$9,849,000

Clallam County
2023
Annual Construction Program
WAC 136-16

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			20460	Road Name: Swede Road From: 0.00 To: 0.00	0.00	0.00	09											
21	26	Olympic Discovery Trail (ODT)- Forks Calawah River Park to Sitkum-Sol Duc Road (aka "A" Rd) 698-1907						N/A	P&T	I	\$9,000	\$51,000.00	TAP(R)	\$60,000			\$60,000	
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23	29	Countywide Olympic Discovery Trail Trail Corridor Gap Acquisition 698-1607, 698-2102, 698-2103						N/A	P&T	I	\$50,000				\$50,000		\$50,000	
24	30	Countywide Overlay Surface Improvements						N/A	HMA	E	\$200,000			\$20,000		\$180,000	\$200,000	
25	31	Countywide Various Improvements						N/A	Safety	E	\$100,000			\$20,000	\$30,000		\$50,000	\$100,000
											\$2,283,500		\$7,565,500	\$538,000	\$980,000	\$8,281,000	\$50,000	\$9,849,000



4
11/20/22

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date: 11/28/2022**

REGULAR AGENDA ☒ **Meeting Date: 12/6/2022**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # **101-22-010**

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The Barbers would like to donate 60 feet of right of way along the existing Hoko-Ozette Road through their parcel of land.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☒

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve

County Official signature & print name: Joe Donisi

Mary Peterson for Joe Donisi
Mary Peterson

Name of Employee/Stakeholder attending meeting: Joe Donisi/Linda Capps

Relevant Departments: Roads

Date submitted: 11/21/2022

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

101-22-010

Address 101 Barber Road CRP _____
COUNTY ROAD NAME Hoko Ozette Road NO. 91460
PROPERTY OWNERS Barber et al

CLALLAM COUNTY ROAD DEPARTMENT

Land Purchase Agreement

In exchange for deeded land, in the matter of the above said County Road, Clallam County shall provide the following:

Other valuable considerations.

The undersigned property owners hereby authorize and grant Clallam County the right to provide the above agreement, together with the right to enter upon their remaining lands as may be necessary to perform any of the above. There are no other agreements written or oral other than those stated herein.

Signed at Port Hadlock, Washington this 5 day of 19, 20 22.

Cris Allen Barber
Cris Allen Barber

Orren Dawn Barber
Orren Dawn Barber

Kathy Marie Eubank

Address; Street or Box No.

Address; Street or Box No.

City State Zip

City State Zip

R/W Agent or Witness

R/W Agent or Witness

Reviewed By:
Joe Domin 11-21-22
Assistant Engineer Date
Joe Domin 11-21-22
County Engineer Date
Ely Gary 11/21/22
Deputy Prosecuting Attorney Date

Approved By:
BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair Date

Randy Johnson, Vice Chair Date

Bill Peach Date

Address 101 Barber Road CRP _____
COUNTY ROAD NAME Hoko Ozette Road NO. 91460
PROPERTY OWNERS Barber et al

CLALLAM COUNTY ROAD DEPARTMENT

Land Purchase Agreement

In exchange for deeded land, in the matter of the above said County Road, Clallam County shall provide the following:

Other valuable considerations.

The undersigned property owners hereby authorize and grant Clallam County the right to provide the above agreement, together with the right to enter upon their remaining lands as may be necessary to perform any of the above. There are no other agreements written or oral other than those stated herein.

Signed at Port Angeles, Washington this 1st day of November, 20 22.

Cris Allen Barber
Cris Allen Barber

Orren Dawn Barber

Kathy M. Eubank
Kathy Marie Eubank

Address; Street or Box No.

Address; Street or Box No.

City State Zip

City State Zip

R/W Agent or Witness

R/W Agent or Witness

Reviewed By:

John Dornia 11-21-22
Assistant Engineer Date

John Dornia 11-21-22
County Engineer Date

Bill Peach 11/21/22
Deputy Prosecuting Attorney Date

Approved By:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair Date

Randy Johnson, Vice Chair Date

Bill Peach Date

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Statutory Warranty Deed

THE GRANTOR Cris Allen Barber, Orren Dawn Barber and Kathy Marie Eubank
for and in consideration of other valuable consideration conveys and warrants to **CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD DEPARTMENT**
the following described real estate, together with all after acquired title of the grantor(s) therein, situate in the County of Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been acquired under Eminent Domain statutes of the State of Washington.

Being a portion of Tax Parcel No:143123120400

A strip of land for County Right of Way purposes within the Northwest quarter of the Northeast quarter of Section 23, Township 31 North, Range 14 W.W.M., described as:

Commencing at the Northeast corner of the Northwest quarter of the Northeast quarter; thence southerly along the east line 1050 feet more or less to the centerline of the existing county road known as the Hoko Ozette Road which is the true point of beginning, thence southerly 30 feet, thence westerly 302.7 feet, thence northerly 30 feet, thence easterly 151.4 feet thence northerly 30 feet thence easterly 151.3, thence southerly 30 feet to the true point of beginning.

Situate in County of Clallam, State of Washington.

Dated 5/23/22 20____
Orren Barber

GRANTOR:

GRANTOR:

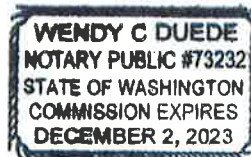
GRANTOR:

STATE OF WASHINGTON)
COUNTY OF CLALLAM) ss. Jefferson

On 23rd this 23rd day of May 2022,
ORREN D. BARBER personally appeared _____ to me known to be the individual(s)
described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as his free
and voluntary act and deed, for the uses and purposes therein mentioned.
Given under my hand and official seal this 23 day of May, 2022.

Notary Public in and for the State of Washington,
Wendy C Duede
residing at Port Angeles, WA

My appointment expires: 12/2/23



WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Statutory Warranty Deed

THE GRANTOR **Cris Allen Barber, Orren Dawn Barber and Kathy Marie Eubank**
for and in consideration of other valuable consideration conveys and warrants to **CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD DEPARTMENT**
the following described real estate, together with all after acquired title of the grantor(s) therein, situate in the County of Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been acquired under Eminent Domain statutes of the State of Washington.

Being a portion of Tax Parcel No:143123120400

A strip of land for County Right of Way purposes within the Northwest quarter of the Northeast quarter of Section 23, Township 31 North, Range 14 W.W.M., described as:

Commencing at the Northeast corner of the Northwest quarter of the Northeast quarter; thence southerly along the east line 1050 feet more or less to the centerline of the existing county road known as the Hoko Ozette Road which is the true point of beginning, thence southerly 30 feet, thence westerly 302.7 feet, thence northerly 30 feet, thence easterly 151.4 feet thence northerly 30 feet thence easterly 151.3, thence southerly 30 feet to the true point of beginning.

Situate in County of Clallam, State of Washington.

Dated November 1st 20 22

Kathy M. Eubank

GRANTOR:

GRANTOR:

Cris Allen Barber

GRANTOR:

STATE OF WASHINGTON)
COUNTY OF CLALLAM) ss.

On this 1st day of NOVEMBER, 2022, Kathy Eubank & Cris Barber personally appeared they to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as themselves free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of NOVEMBER, 2022

Kaia Moore

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: March 25, 2026



2012-1281273

Page 1 of 2

Quit Claim Deed

Olympic Peninsula Title Company

Clallam County Washington

07/12/2012 11:57:42 AM



NO 095366
CLALLAM COUNTY
TRANSACTION EXCISE TAX

DATE PAID JUL 12 2012

AMOUNT
COUNTY TREASURER
BY *Kw...*

Escrow Number: 98447-DS

QUIT CLAIM DEED

THE GRANTOR KATHY MARIE EUBANK; ORREN DAWN BARBER AND CRIS ALLEN BARBER, HEIRS OF THE ESTATE OF SHIRLEY D. BARBER, DECEASED for and in consideration of -Inheritance- WAC NO. 458-61A-202- in hand, conveys and quit claims to KATHY MARIE EUBANK, ~~K/MARRIED WOMAN~~, AS HER SEPARATE ESTATE, ORREN DAWN BARBER, A MARRIED MAN, AS HIS SEPARATE ESTATE AND CRIS ALLEN BARBER, A MARRIED MAN, AS HIS SEPARATE ESTATE, the following described real estate, situated in the County of Clallam State of Washington, together with all after acquired title of the grantor(s) therein: * Un-married Woman

Abbreviated Legal: PCL A: E 151.3 FT OF PTN OF NW4 NE4 S23-T31N-R14WWM
PCL B: PTN E2 OF NW4 OF NE4 OF S23-T31N-R14WWM

FOR FULL LEGAL DESCRIPTION SEE EXHIBIT A ATTACHED HERETO

Tax Parcel Number(s): 14-31-23-120275, 14-31-23-120400

Dated: May 21, 2012

Kathy Marie Eubank
Kathy Marie Eubank

Orren Dawn Barber
Orren Dawn Barber

Cris Allen Barber
Cris Allen Barber

STATE OF WASHINGTON
COUNTY OF CLALLAM } SS:

I certify that I know or have satisfactory evidence that Kathy Marie Eubank is the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 6, 2012

Geoffrey L. Lantieri
Geoffrey L. Lantieri
Notary Public in and for the State of Washington
Residing at: Port Angeles
My appointment expires: 03/19/2015

STATE OF WASHINGTON
COUNTY OF CLALLAM } SS:

I certify that I know or have satisfactory evidence that Cris Allen Barber the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 11, 2012

David L. Shideler
David L. Shideler
Notary Public in and for the State of Washington
Residing at: Port Angeles
My appointment expires: 4/9/2015

FOR ADDITIONAL NOTARY SEE EXHIBIT A ATTACHED HERETO

Escrow No.: 98447-DS

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

THE EAST 151.3 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 31 NORTH, RANGE 14 WEST, W.M., CLALLAM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT 102 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE WEST 150 FEET;
 THENCE SOUTH 72° WEST 97.5 FEET;
 THENCE SOUTH 28°30' WEST 133.2 FEET;
 THENCE SOUTH 02° WEST 80 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
 THENCE CONTINUING SOUTH 02° WEST 100 FEET;
 THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 302.7 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;
 THENCE NORTH ALONG SAID EAST LINE 100 FEET, MORE OR LESS, TO A POINT EAST OF THE TRUE POINT OF BEGINNING WHEN MEASURED PARALLEL WITH THE NORTH LINE OF SAID SECTION 23;
 THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING;
 EXCEPT THAT PORTION CONVEYED TO CLALLAM COUNTY BY DEED RECORDED UNDER RECORDING NO. 360863.
 SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:

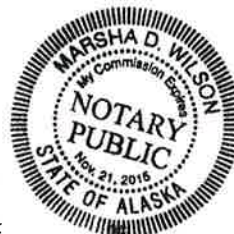
THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 31 NORTH, RANGE 14 WEST, W.M., CLALLAM, LYING EASTERLY OF THAT PORTION CONVEYED TO CLALLAM COUNTY BY DEED RECORDED UNDER RECORDING NO. 360863 AND SOUTHERLY OF PARCEL "A" AS DESCRIBED ABOVE; AND NORTH OF THE CENTERLINE OF HOKO OZETTE ROAD IN SAID SECTION; ALSO THAT PORTION OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, LYING EAST OF THAT PORTION CONVEYED TO ROBERT W. BALDWIN AND BERNICE S. BALDWIN, HIS WIFE, BY DEED RECORDED UNDER CLALLAM COUNTY AUDITOR'S FILE NO. 339939 AND SOUTH OF THE CENTERLINE OF THE HOKO OZETTE ROAD.
 SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

STATE OF ALASKA
 COUNTY OF Haines } SS:

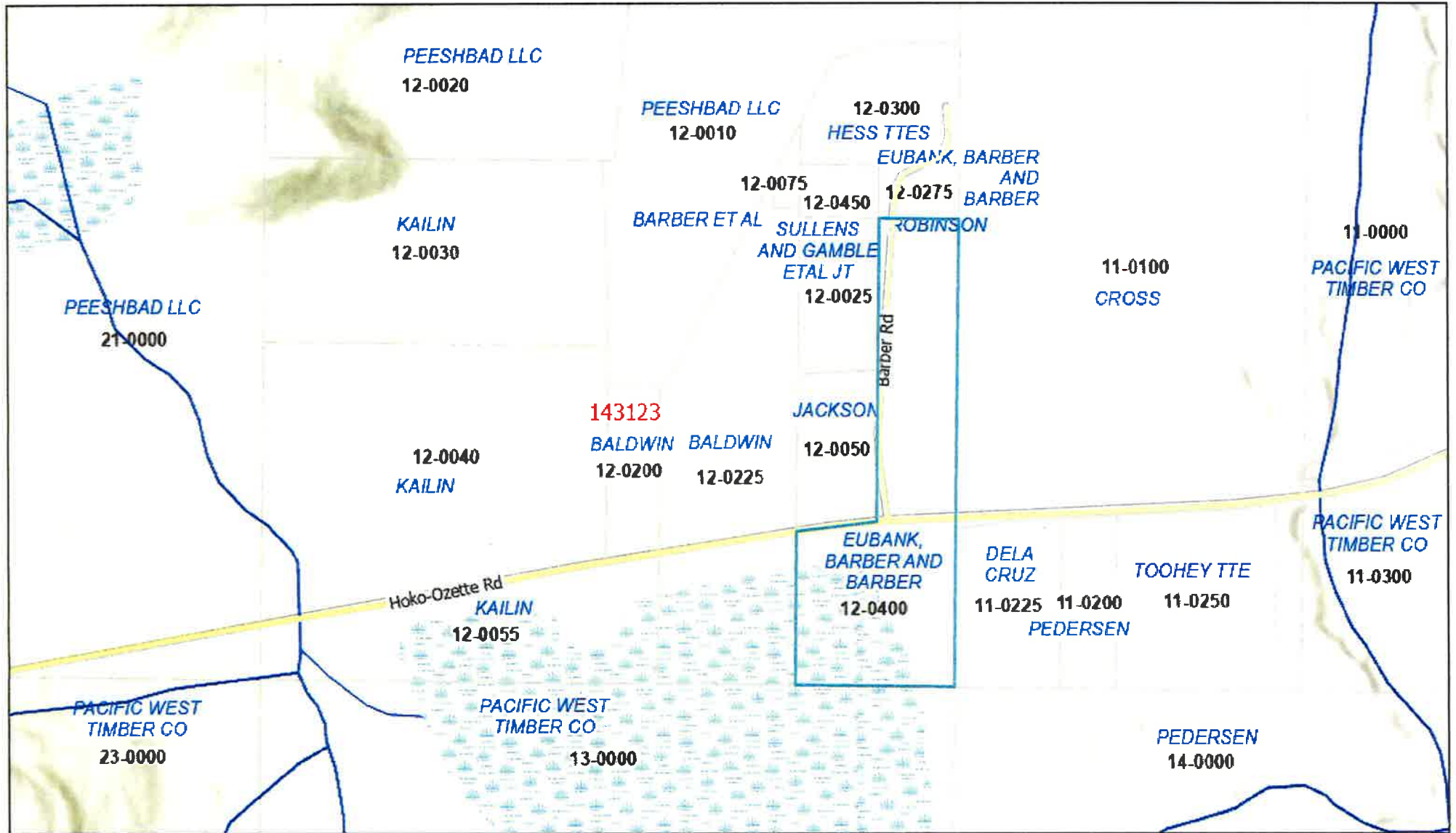
ORREN

I certify that I know or have satisfactory evidence that ~~Orren~~ Dawn Barber

are the persons who appeared before me, and said persons acknowledged that signed this instrument and acknowledge it to be his _____ free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 6/13/12Marsha D. WilsonNotary Public in and for the State of AlaskaResiding at HainesMy appointment expires: Nov 21, 2015

ArcGIS Web Map



11/2/2022, 6:21:25 AM

Roads

Main roads

Other roads

Sections

Streams

River

Stream

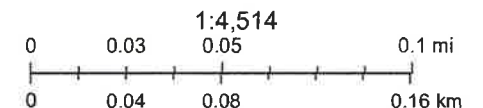
Small Stream

Sections (RTS)

Parcel No (last 6 digits)

Owner

Parcels



Esri Community Maps Contributors, WA State Parks GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, US Census Bureau, USDA, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS,

ArcGIS Web AppBuilder

5
11/28/22



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department:

WORK SESSION ☒ Meeting Date: 11/28/22

REGULAR AGENDA ☒ Meeting Date: 12/06/22

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☒ Call for Hearing

☐ Contract/Agreement/MOU - Contract #

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☒ Other *Utility Easement*

Documents exempt from public disclosure attached: ☐

Executive summary:

The Public Utility District have installed a power pole on the north end of Towne Road, we are granting Clallam County Public Utility District a utility easement in the South 100 feet of Lot 1 of the Jevne Short Plat.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve

County Official signature & print name: Joe Donisi, P.E.

A handwritten signature in blue ink that reads "Joe Donisi".

Name of Employee/Stakeholder attending meeting: Linda Capps

Relevant Departments: Roads

Date submitted: November 15, 2022

* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Summary- Towne Rd. PUD Easement

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised:

Return Address:

**P.U.D. NO.1 OF CLALLAM COUNTY
Post Office Box 1000
Carlsborg, WA 98324**

UTILITY EASEMENT

***Grantor(s) Last name first;
then first name and initials***

Clallam County Department of Community Development

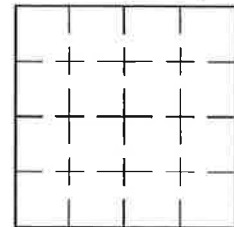
Additional on page

***Grantee(s) Last name first; P.U.D. No.1 of Clallam County
then first name and initials***

**Abbreviated Legal Description: South 100 feet of Lot 1 SP 4/32, Ptn
Abernathy & Madison D.C.**

Assessor's Tax Parcel #: 04-31-36-059000

Section 36



T 31 N, R 4 W

**Described as: The south 100 feet of Lot 1 of Jevne Short Plat,
Recorded December 29, 1977 in Volume 4 of Short Plats,
Page 32, under Clallam County Recording No. 476485,
being a portion of the T. Abernathy Donation Claim No. 43 and the B.J.
Madison Donation Land Claim No. 38 in Township 31 North, Range 4
West, W.M., Clallam County Washington**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, owners of the land below described, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, a municipal corporation, a perpetual, nonexclusive easement on, over, under, and across that portion of said land described below for the right to place, locate, construct, reconstruct, operate, repair, maintain, replace, and keep clear thereon an overhead and/or underground electric transmission and distribution line or system, together with such communications lines and equipment as may be placed upon the poles or other structures thereof by the grantee or by others with its consent, including the right to cut and trim trees to the extent necessary to keep them clear of such line or system and to cut down, from time to time, all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling.

The Land referred to is in Section(s) 36 , Township 31 North, Range 04 West, W.M., Clallam County, Washington; and the easement is more specifically described as follows:

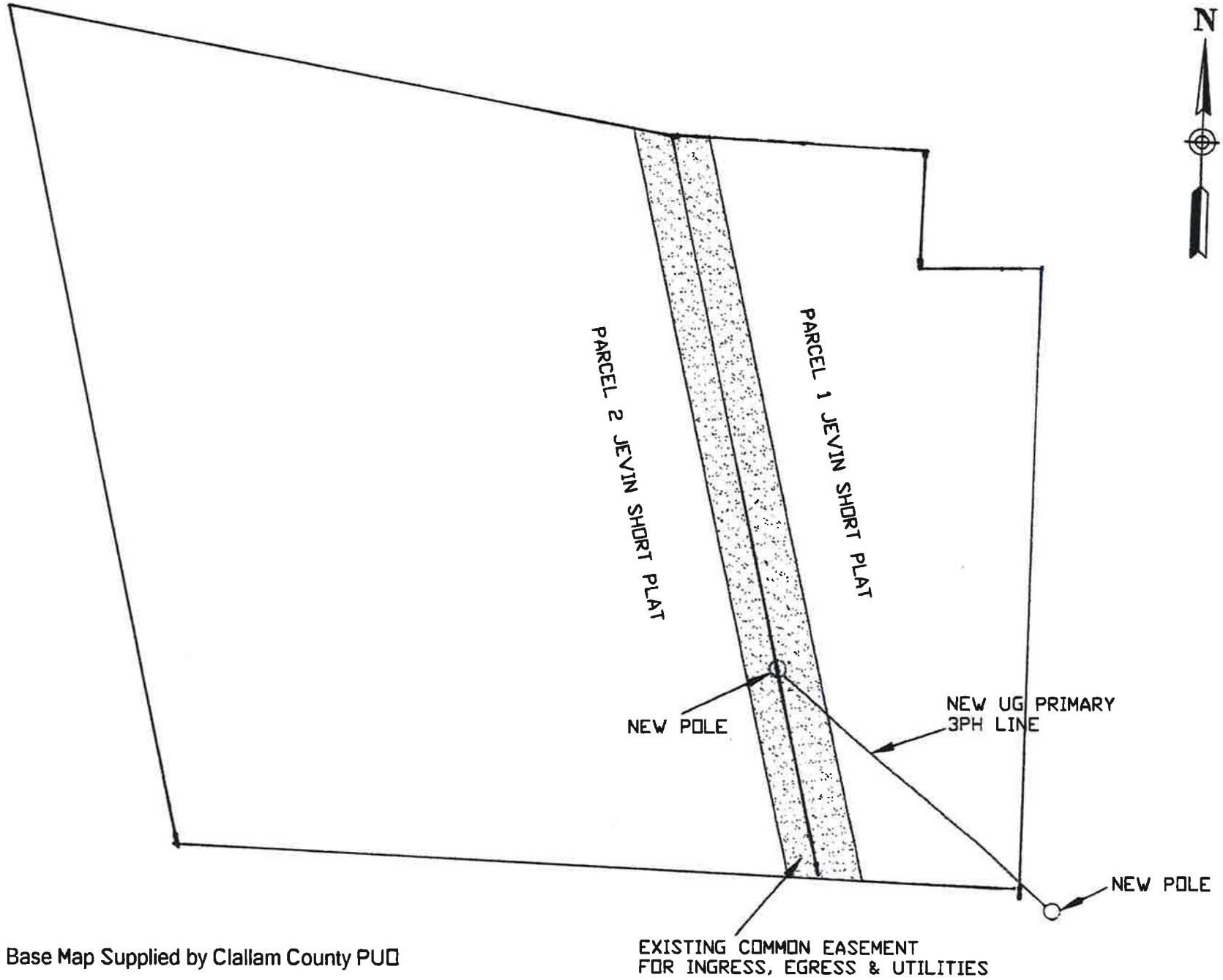
The south 100 feet of Lot 1 of Jevne Short Plat, Recorded December 29, 1977 in Volume 4 of Shor Plats, Page 32, under Clallam County Recordin No. 476485, being a portion of the T. Abernathy Donation Claim No. 43 and the B.J. Madison Donation Land Claim No. 38 in Township 31 North, Range 4 West, W.M., Clallam County Washington

Grantee shall at all times have the right to full and free ingress to and egress from said property for all purposes herein mentioned and to remove at any time any and all of the poles, wires, and other articles constituting such electrical system.

STATE OF _____ }
COUNTY OF _____ } ss. Mark Dzielas, Chair
Board of Alamogordo Commissioners

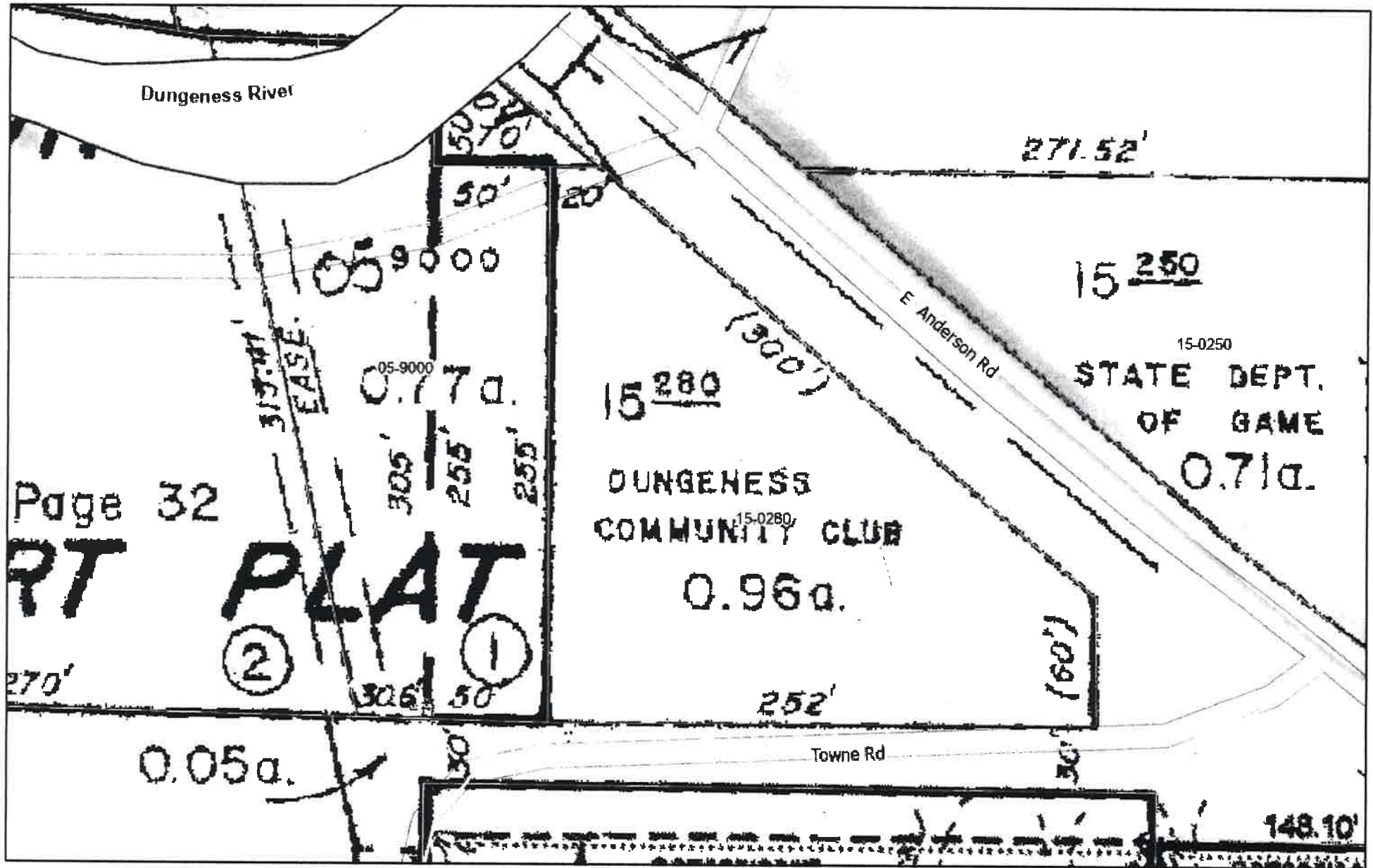
to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that act and deed, for the uses and purposes therein mentioned.

NOTARY PUBLIC in and for the State of _____
residing at _____



Base Map Supplied by Clallam County PUD

ArcGIS Web Map



11/21/2022, 11:12:31 AM

Sections (RTS) Roads Streams Parcels
 Parcel No (last 6 digits) Main roads River
 Other roads Open Water

1:1,128
 0 0.01 0.01 0.02 mi
 0 0.01 0.02 0.04 km

Geometry and inherent attributes (including PNUM, VERSION, PROP_ID, ACRES_GIS, ACRES_SURV, CDATE, EDIT_DATE, MDOC_DATE)

2011-1262669

Page 1 of 3

Warranty Deed
Olympic Peninsula Title Company
Clallam County Washington

02/08/2011 03:52:37 PM



52
02/01/11
(3)

After recording return document to:

Clallam County
Department of Community Development
PO Box 863
Port Angeles WA 98362-0149
95113-85

NO. 91578

CLALLAM COUNTY
TRANSACTION EXCISE TAX

DATE
PAID

FEB 8 2011

AMOUNT

COUNTY TREASURER

BY

198,000.00

3529.40

Clallam County

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: WARRANTY DEED
Grantor(s): Lewis K. Athow and Janice L. Athow, husband and wife
Grantee(s): Clallam County
Legal Description: Lot 1 SP 4/32, Ptn Abernathy & Madison D.C.
Assessor's Tax Parcel Number: 04-31-36-059000

WARRANTY DEED

Lower Dungeness River Floodplain Acquisition Project

The Grantors, **LEWIS K. ATHOW AND JANICE L. ATHOW, HUSBAND AND WIFE**, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, hereby convey and warrant to **CLALLAM COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON**, the following described real estate situated in Clallam County, in the State of Washington:

Lot 1 of Jevne Short Plat, Recorded December 29, 1977 in Volume 4 of Short Plats, Page 32, under Clallam County Recording No. 476485, being a portion of the T. Abernathy Donation Claim No. 43 and the B.J. Madison Donation Land Claim No. 38 in Township 31 North, Range 4 West, W.M., Clallam County, Washington.

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon Clallam County unless and until accepted and approved hereon in writing for the Clallam County Board of County Commissioners.

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY

WARRANTY DEED

DATED this 17 day of Nov., 2010.

Lewis K. Athow
Lewis K. Athow

Janice L. Athow
Janice L. Athow

Accepted and Approved

CLALLAM COUNTY

Douglas E. Jensen,
Clallam County Sr. Deputy
Prosecuting Attorney

APPROVED AS TO FORM ONLY:
By: [Signature]
Sr. Deputy Prosecuting Attorney

[Signature]
Howard V. Doherty, Chairman,
Board of County Commissioners

Date: February 1, 2011

STATE OF WASHINGTON)

County of Clallam)

On this 17 day of November, 2010 before me personally appeared Lewis K. Athow to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Cyndi A. Boote

Notary Public in and for the State of Washington,

Residing at Olympia

My Appointment Expires July 22, 2014

DOT 262-011



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

11/28/22

Department: Public Works

WORK SESSION ☒ **Meeting Date: November 28, 2022**

REGULAR AGENDA ☒ **Meeting Date: December 6, 2022**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 402-22-001A | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Public Works has received approval from the Washington State Department of Ecology to amend our current solid waste management grant agreement. The proposed Amendment decreases the overall agreement by \$8,000 from \$84,906.67 to \$76,906.97 (\$57,680 state share), adds an additional task, and moves funds between tasks and modifies scope of work.

The Amendment will expand the budget, scope and level of effort on Grant Task 1 to: (1) conduct a study of the organics waste stream in Clallam County; (2) develop a County action plan for organics reduction; (3) work with the Port Angeles Food Bank on establishing a hot-food recovery program; (4) work in schools on food waste reduction curriculum; and (5) other education and outreach on organics waste reduction strategies and composting. These work areas implement the goals and strategies of the 2021 Clallam County Solid Waste Management Plan (CCSWMP) and will assist the County in addressing the state 2022 Organic Management Law and Use Food Well in Washington Plan. As per the current Agreement, Task 1 work would be conducted by the WSU-Extension.

The Amendment will add a Task 3 to develop a County draft compost procurement ordinance to meet the intent of the applicable sections of the state 2022 Organics Management Law. The compost procurement ordinance is intended to address consideration of use of compost products in government funded projects. This Task supports CCSWMP goals to develop end uses of compost material and to reduce organics in the waste stream.

The current Agreement and the proposed Amendment No. 1 to the Agreement is attached. Also, attached is a focus sheet on compost procurement ordinances and reporting required under the 2022 Organics Management Law.

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

This is a current grant with funds under contract.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

The Department recommends approval of this grant amendment.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray & Clea Rome

Relevant Departments: Public Works & WSU-Extension

Date submitted: 11/22/22

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



402-22-001A

AMENDMENT NO. 1
TO AGREEMENT NO. SWMLSWFA-2021-ClaCPW-00071
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam Co Public Works

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam Co Public Works (RECIPIENT) for the IMP Clallam Co PW (PROJECT).

This amendment decreases over overall agreement budget by \$8,000 from \$84,906.67 to \$76,906.67 TEC (\$57,680 state share), adds an additional task, moves funds between tasks and modifies both task scopes of work. New task budgets and outcomes are amended as follows:

Task 1 (General Planning) total budget increases by \$34,018.33 from \$18,239.67 to \$52,258 (from \$13,679.75 to \$39,193.50 state share).

Task 2 Solid and Hazardous Waste Mgt. Plan Maintenance) total budget decreases by \$57,733.91 from \$66,667.00 to \$8,933.09 (from \$50,000.25 to \$6699.82 state share).

Task 3 (Organics Management) total budget \$15,715.58 (\$11,786.69 state share).

Task 1 (General Planning): With the budget increase to \$52,258, the RECIPIENT will supplement completion of the original task deliverables, and also support a part-time waste reductions coordinator to implement programs to reduce organics in the waste stream, in accordance with the "Use Food Well Washington Plan" and elements of the 2022 State organics management law.

Task 2 (Solid and Hazardous Waste Mgt. Plan Maintenance): Due to circumstances which were unforeseen when the grant application was submitted, the RECIPIENT will not be able to perform the activities as originally scoped in task 2. These circumstances include personnel changes, including the grant project manager, and the on-going transition of the County solid waste system that may not be completely settled until sometime in 2023. Parts of the solid waste operations are still not in place. Some preliminary work was completed.

Task 3: (Organics Management) The RECIPIENT will develop a compost procurement ordinance in compliance with 2022 State organics management laws.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 84,906.67 Amended: 76,906.67

Total Eligible Cost:

Original: 84,906.67 Amended: 76,906.67

Project Short Description:

Original:

CCPW will revise or amend the Clallam County Comprehensive Solid and Hazardous Waste Management Plan. CCWP will spend \$66,667 to update the CCCSWMP to reflect current conditions. CCPW will contract with WSU Extension for \$18,239.67 on an organics study and plan.

Amended:

CCPW will contract with WSU Extension for \$52,258 on an organics study and plan in addition to program implementation to reduce organics in the waste stream. CCWP will spend \$8933.09 to collect preliminary information on a future revision to the Clallam County Comprehensive Solid and Hazardous Waste Management Plan. CCWP will spend \$15,715.58 to develop a compost procurement ordinance consistent with 2022 State organics management laws.

CHANGES TO THE BUDGET

Funding Distribution EG220448

Funding Title: Clallam Co Public Works

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: Yes

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Clallam Co Public Works	Task Total
General Planning	\$ 52,258.00
Solid and Hazardous Waste Mgt. Plan Maintenance	\$ 8,933.09
Organics Management	\$ 15,715.58

Total: \$ 76,906.67

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$52,258.00

Task Title: General Planning

Task Description:

The 2021 Clallam County Solid and Hazardous Waste Management Plan (CCSHWMP) has a goal to decrease organics in the waste stream to below 10% by 2025. In order to reach the goal set in the CCSHWMP, the RECIPIENT will contract with the WSU Clallam County Extension Office to develop a study of current conditions and an Organics Plan for Clallam County and conduct outreach on organics waste reduction.

The CCSHWMP outlines several recommendations in section 8.5 (Recommendations for Organics) for achieving the target reductions, including:

- Work to eliminate illegal dumping and burning of yard waste and consider separate collection of yard waste in the county
- Continue to develop end uses such as mulch, hog fuel, and compost, and other uses that may also be identified
- Investigate economical and efficient options for handling residential, commercial and institutional food waste

Specific actions for Organics, including those for this Task are listed in Table 11-1 under Chapter 8, Organics.

Activity: Organics Study and Plan

The RECIPIENT contractor WSU Clallam County Extension, will undertake a study of the current landscape of organics waste in Clallam County, further research the feasibility of the recommendations outlined in the CCSHWMP plan, and work with stakeholders to develop a detailed plan of action for organics reduction.

This will include:

- Assess current organics waste streams in Clallam County
- Research municipal best practices
- Further research the feasibility of the recommendations outlined in the plan
- Engage key stakeholders on developing organics reduction strategies including Clallam County Climate Advisory Committee and NODC "Energy Futures Roadmap Initiative". This includes attending 2022 energy summit in Blyn WA.
- Develop a Organics Reduction Plan for Clallam County. Including prioritized strategies and recommended steps for reaching reduction targets
- Attendance at Clallam County Solid Waste Advisory Committee (SWAC) meetings to obtain input, report progress and findings
- Present results of the study to key stakeholders including Clallam BOCC, Port Angeles City Council, and Sequim City Council

Activity: Organics Waste Reduction

Hire a part-time waste reductions coordinator to implement programming to reduce organics in the waste stream in accordance with the "Use Food Well Washington Plan" and elements of the 2022 Organics Management Law:

- Work with the Port Angeles Food Bank on establishing a hot-food recovery program
- Work in schools on food waste reduction curriculum
- Education and outreach to general public on household waste reduction strategies
- Backyard composting education and school compost programming under leadership of Master Gardener Program
- Provide technical assistance for commercial, ag and industrial composting projects

RECIPIENT will contract for assistance with this task in accordance with Part 10 General Terms and Conditions. RECIPIENT must provide a copy of the signed contract to ECOLOGY prior to ECOLOGY approval for reimbursement of contractor costs.

Reimbursement for costs incurred by contractors to implement work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified or pre-approved in writing by Ecology

Task Goal Statement:

Costs eligible for reimbursement with supporting documentation include:

- RECIPIENT employee time to implement the task, including outreach/planning/coordination/travel
- Contracted services costs with WSU Clallam County Extension to implement the task
- RECIPIENT employee time to attend trainings and workshops preapproved in writing by Ecology
- Costs not listed here but pre-approved in writing by Ecology

Develop a detailed plan of action for organics reduction, including prioritized strategies and recommended steps for implementation for reaching the target reductions set in the CCSHWMP of reducing organics in the waste stream to 10% by weight by 2025. These goals shall be consistent with Chapter 8 of the CCSHWMP (Section 8.5) and Table 11.1.

Task Expected Outcome:

With this task cost the RECIPIENT will develop a mid-project status summary report, submitted with the first quarter 2023 progress report.

With the task cost the RECIPIENT will develop 1 organics current conditions study

With the task cost the RECIPIENT will develop 1 organics plan

With the task cost the RECIPIENT will reduce organics in the waste stream by 37 tons.

Recipient Task Coordinator: Steve Gray

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$8,933.09

Task Title: Solid and Hazardous Waste Mgt. Plan Maintenance

Task Description:

To assist with future CCSHWMP updates; the RECIPIENT will convene Clallam County SWAC meetings, attend JSWAB meetings and meetings with persons, groups, and organizations. Partners shall include the SWAC, JSWAB, and parties to the CCSHWMP Interlocal Agreement, in addition to other interested persons, parties and organizations. Information such as minutes of meetings and verbal and written comments from these activities will inform future revisions to the CCSHWMP.

Work Plan and Reimbursement Schedule:

Q3-Q4: Gather input from SWAC and other solid waste management organizations and local groups to assist with future revisions to the CCSHWMP.

Costs eligible for reimbursement with supporting documentation include:

- RECIPIENT employee time to implement the task, including outreach/planning/coordination/travel
- RECIPIENT employee time to attend trainings and workshops preapproved in writing by Ecology
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified or pre-approved in writing by Ecology

Task Goal Statement:

Collect preliminary information through Clallam County SWAC meetings, JSWAB meetings and organizations on future revisions to the CCSHWMP.

Task Expected Outcome:

Preliminary information to inform future updates to the CCSHWMP.

Recipient Task Coordinator: Steve Gray

Deliverables

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

CHANGES TO SCOPE OF WORK

Task Number: 3 Task Cost: \$15,715.58

Task Title: Organics Management

Task Description:

The Recipient will develop a final draft compost procurement ordinance to meet the intent of the applicable sections of the State of Washington 2022 Organics Management law.

Costs eligible for reimbursement with supporting documentation include:

- RECIPIENT employee time to implement the task, including outreach/planning/coordination/travel
- RECIPIENT employee time to attend trainings and workshops preapproved in writing by Ecology
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified or pre-approved in writing by Ecology

Task Goal Statement:

Develop a final draft compost procurement ordinance to meet the intent of the applicable sections of the State of Washington 2022 Organics Management law.

Task Expected Outcome:

A final draft compost procurement ordinance for Ecology's review and approval.

Recipient Task Coordinator: Steve Gray

Deliverables

Number	Description	Due Date
3.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clallam Co Public Works	25 %	\$ 19,226.67	\$ 57,680.00	\$ 76,906.67
Total		\$ 19,226.67	\$ 57,680.00	\$ 76,906.67

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 05/01/2022.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Clallam Co Public Works

By: _____

Laurie Davies
Solid Waste Management
Program Manager

Date

By: _____

Mark Ozias
Commissioner

Date

Template Approved to Form by
Attorney General's Office

2022 Organics Management Law

Focus on Compost Procurement Ordinances and Reporting

Overview

Methane is a greenhouse gas that is, over 20 years, at least 75 times more potent than carbon dioxide. The primary goal of the [2022 Organics Management Law](https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Waste-reduction-programs/Organic-materials/2022-organics-management-law)¹ is to reduce the emissions of methane created when organic materials, like food and yard waste, decompose in a landfill. To achieve this goal, the bill established milestones, based on 2015 disposal levels, which require actions by state and local agencies, residents, and businesses to:

- Rescue 20% of previously disposed edible food for human consumption by 2025.
- Divert 75% of previously disposed organic materials from landfills by 2025.

The purpose of the compost procurement provisions now codified in [RCW 43.19A.150](https://app.leg.wa.gov/RCW/default.aspx?cite=43.19A.150)² is to strengthen markets for the anticipated large amounts of additional compost that will be produced as organics collection programs expand. Other statutes established or amended for this purpose include RCW 43.19A.160 and RCW 39.30.040.

Specifically, these statutes require cities and counties that meet certain criteria to adopt **compost procurement ordinances (CPO)** and to report their compost purchases to Ecology.

What follows are answers to key questions about how these new provisions affect local governments:

Which local governments are required to adopt a CPO and to submit compost procurement activity reports to Ecology?

- Counties and incorporated cities with a **population of more than 25,000**, based on the latest Office of Financial Management data, are required to adopt a CPO and submit compost procurement activity reports to Ecology.
- Jurisdictions with a **population of fewer than 25,000 in which curbside organics collection services are provided** are also required to adopt a CPO and submit compost procurement activity reports to Ecology. These jurisdictions include:
 - Counties with a population of 25,000 or fewer in which curbside organics collection services are provided, including services provided in unincorporated or incorporated parts of the county.
 - Incorporated cities or towns with a population of 25,000 or fewer in which curbside organics collection services are provided.

What is the deadline for adopting a CPO?

By Jan. 1, 2023.

¹ <https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Waste-reduction-programs/Organic-materials/2022-organics-management-law>

² <https://app.leg.wa.gov/RCW/default.aspx?cite=43.19A.150>

What options do jurisdictions have for meeting the CPO adoption and reporting requirements?

1. A county, city, or town can adopt its own CPO and submit its own compost procurement report to Ecology.
2. Counties, cities, or towns with existing recycled product procurement ordinances can amend them to include compost.
3. Cities can sign onto a county CPO and have the county submit procurement reports that include city purchases. This could be done through a separate interlocal agreement or by amending the county's solid waste management plan to include a CPO. The amendment would then cover these requirements for all signatories to the plan.
4. Two or more cities or towns can sign joint CPOs and submit joint procurement reports.
5. Two or more counties can sign joint CPOs and submit joint procurement reports.

What should a CPO address?

A CPO is intended to implement [RCW 43.19A.120: Use of compost products in projects](#)³. This statute states that when "planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project." If it is determined that compost products can be used, then they must be used unless certain exceptions related to cost, availability, and quality apply.

Other relevant statutes to review in preparing a CPO include:

- RCW 43.19A.110, which requires counties and cities to adopt specifications for compost products to be used in road projects.
- RCW 43.19A.130, which encourages local governments to purchase compost from the compost facility that serves its residents.

When are compost procurement activity reports due?

The first report is due by Dec. 31, 2024, and by December 31 in every subsequent even-numbered year – 2024, 2026, 2028, 2030 and so on.

What needs to be included in a compost procurement activity report?

Compost procurement activity reports need to include the following:

- The total tons of organic material diverted each year.
- The volume and cost of compost purchased each year.
- The source(s) of the compost.

How will compost procurement reports be submitted and tracked?

Ecology is developing an online system for local governments to submit their compost procurement activity reports. The first reports are due at the end of 2024, and we expect the reporting portal to be open by July 1, 2024.

Are there other related requirements in the new law?

Yes. Any county or city that adopts a CPO must "develop strategies to inform residents about the value of compost and how the jurisdiction uses compost in its operations." These strategies will need to be included in the local solid waste management plan the jurisdiction participates in when that plan is amended or updated. Information on the value of compost and making and using compost can be found on [Ecology's compost web page](#)⁴.

Where can I find out more?

Ecology is gathering procurement resources including CPO templates and examples to help local governments get started on their ordinances and [posting them on the Box platform](#)⁵. These materials include environmentally preferred purchasing resources prepared by Ecology and the Department of Enterprise Services.

Additional resources related to the new law can be found in our [resource library on the Box platform](#)⁶.

For more information

Subscribe to our [email news](#)⁷ to stay up to date on the latest organics material management news. After submitting your email, first choose the **Solid Waste Program**, and then **Organic Materials** to get the latest information.



Chery Sullivan
Chery.Sullivan@ecy.wa.gov
360.485.2724



To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-6381 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877- 833-6341.

³<https://app.leg.wa.gov/RCW/default.aspx?cite=43.19A.120>

⁴ <https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Waste-reduction-programs/Organic-materials/Managing-organics-compost>

⁵<https://app.box.com/s/wie5wjflcm9imusecihstqb5s1mujm2l>

⁶<https://app.box.com/s/r7shmywl2t798nu43f1udkp1481bcx6y>

⁷<https://public.govdelivery.com/accounts/WAECY/subscriber/new?qsp=ecology>



Agreement No. SWMLSWFA-2021-ClaCPW-00071

402-22-001

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM CO PUBLIC WORKS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CLALLAM CO PUBLIC WORKS, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	IMP Clallam Co PW
Total Cost:	\$84,906.67
Total Eligible Cost:	\$84,906.67
Ecology Share:	\$63,680.00
Recipient Share:	\$21,226.67
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Planning & Implementation

Project Short Description:

CCPW will revise or amend the Clallam County Comprehensive Solid and Hazardous Waste Management Plan. CCWP will spend \$66,667 to update the CCCSWMP to reflect current conditions. CCPW will contract with WSU Extension for \$18,239.67 on an organics study and plan.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: SWMLSWFA-2021-ClaCPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

RECIPIENT INFORMATION

Organization Name: CLALLAM CO PUBLIC WORKS

Federal Tax ID: 91-6001298

DUNS Number: 075739235

Mailing Address: 223 E 4th St., Ste 6
Port Angeles, WA 98362

Physical Address: 223 E 4th St., Ste 6
Port Angeles, Washington 98362

Organization Email: dhanna@co.clallam.wa.us

Contacts

Agreement No: SWMLSWFA-2021-ClaCPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

Project Manager	David Hanna Utilities Program Manager 223 E 4th St., Ste 6 Port Angeles, Washington 98362 Email: dhanna@co.clallam.wa.us Phone: (360) 417-2441
Billing Contact	Hilary Steeby Fiscal Specialist 223 E 4th St., Ste 6 Port Angeles, Washington 98362 Email: hsteeby@co.clallam.wa.us Phone: (360) 417-2441
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mozias@co.clallam.wa.us Phone: (360) 417-2000

Agreement No: SWMLSWFA-2021-ClaCPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	David Pater PO Box 47775 Olympia, Washington 98504-7775 Email: DAPA461@ecy.wa.gov Phone: (360) 790-5771
Financial Manager	David Pater PO Box 47775 Olympia, Washington 98504-7775 Email: DAPA461@ecy.wa.gov Phone: (360) 790-5771

Agreement No: SWMLSWFA-2021-ClCPW-00071
Project Title: IMP Clallam Co PW
Recipient Name: CLALLAM CO PUBLIC WORKS

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

CLALLAM CO PUBLIC WORKS

By: Laurie Davies Digitally signed by Laurie Davies
Date: 2022.03.08 18:15:25 -08'00'

By: Mark Ozias

Mark Ozias
Commissioner

Date

3-1-22

Board of Clallam County Commissioners

Laurie Davies
Solid Waste Management
Program Manager

Date

Template Approved to Form by
Attorney General's Office

Agreement No: SWMLSWFA-2021-ClaCPW-00071
Project Title: IMP Clallam Co PW
Recipient Name: CLALLAM CO PUBLIC WORKS

SCOPE OF WORK

Task Number: 1 **Task Cost: \$18,239.67**

Task Title: General Planning

Task Description:

The 2021 Clallam County Solid and Hazardous Waste Management Plan (CCSHWMP) has a goal to decrease organics in the waste stream to below 10% by 2025. In order to reach the goal set in the CCSHWMP, the RECIPIENT will contract with the WSU Clallam County Extension Office to develop a study of current conditions and an Organics Plan for Clallam County.

The CCSHWMP outlines several recommendations in section 8.5 (Recommendations for Organics) for achieving the target reductions, including:

- Work to eliminate illegal dumping and burning of yard waste and consider separate collection of yard waste in the county
 - Continue to develop end uses such as mulch, hog fuel, and compost, and other uses that may also be identified
 - Investigate economical and efficient options for handling residential, commercial and institutional food waste
- Specific actions for Organics, including those for this Task, are listed in Table 11-1 under Chapter 8, Organics.

Activity: Organics Study and Plan:

WSU Clallam County Extension will undertake a study of the current landscape of organics waste in Clallam County, further research the feasibility of the recommendations outlined in the plan, and work with stakeholders to develop a detailed plan of action for organics reduction.

This will include:

- Convene and facilitate a workgroup of the SWAC to guide the work: meetings every other month throughout the grant period
- Assess current organics waste streams in Clallam County
- Research municipal best practices
- Assess the economic and climate mitigation impacts of organics reduction in Clallam County
- Engage key stakeholders on developing organics reduction strategies
- Develop detailed program priorities and associated actions for reaching target
- Present results of the study to key stakeholders including Clallam BOCC, Port Angeles City Council, and Sequim City Council

Costs eligible for reimbursement with supporting documentation include:

- RECIPIENT employee time to implement the task, including outreach/planning/coordination/travel
- Contracted services costs with WSU Clallam County Extension to implement the task
- RECIPIENT employee time to attend trainings and workshops preapproved in writing by Ecology
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified or pre-approved in writing by Ecology

Agreement No: SWMLSWFA-2021-ClaCPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

Task Goal Statement:

Develop a detailed plan of action for organics reduction, including prioritized strategies and recommended steps for implementation for reaching the target reductions set in the CCSHWMP of reducing organics in the waste stream to 10% by weight by 2025. These goals shall be consistent with Chapter 8 of the CCSHWMP (Section 8.5) and Table 11.1.

Task Expected Outcome:

With the task cost the RECIPIENT will develop 1 organics current conditions study

With the task cost the RECIPIENT will develop 1 organics plan

Recipient Task Coordinator: David Hanna**General Planning****Deliverables**

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMLSWFA-2021-ClaCPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

SCOPE OF WORK

Task Number: 2

Task Cost: \$66,667.00

Task Title: Solid and Hazardous Waste Mgt. Plan Maintenance

Task Description:

In response to anticipated changes in the Clallam County solid waste system; the RECIPIENT shall prepare an amendment/revision to the 2021 Clallam County Solid & Hazardous Waste Management Plan (CCSHWMP). The amendment/revision process shall be consistent with CCSHWMP section 1.7 Process and Schedule for updating the Plan and available Department of Ecology Solid Waste Planning Guidance.

To assist with the CCSHWMP update, the RECIPIENT will convene Clallam County SWAC meetings, attend JSWAB meetings and meetings with persons, groups, and organizations as the parties begin working with and adapting to the revised CCSHWMP. Partners shall include the SWAC, JSWAB, and parties to the CCSHWMP Interlocal Agreement, in addition to other interested persons, parties and organizations. Coordination will be necessary to ensure the Plan's successful inauguration. Information such as minutes of meetings and verbal and written comments from these activities will inform revisions to the CCSHWMP.

Revisions to the CCSHWMP will be made to accommodate changes in the management of solid waste in Clallam County. The extent of these changes will be determined by information gathered during the implementation of the Plan and by activities of local partners as the Plan is more fully implemented. This includes meetings, submittals, reports, approvals, etc., as necessary for the extent of changes made to the CCSHWMP.

Work Plan and Reimbursement Schedule:

O3: Prepare a request for proposal for contract services

Q3-Q4: Gather input from SWAC and other solid waste management organizations and local groups to assist with preparing the first draft amendment/revision to the CCSHWMP

Q5: Review first draft of the CCSHWMP amendment/revision and prepare a preliminary draft for Ecology informal review.

Q6: Finish public and municipal review of the Plan amendment/revision; submit preliminary draft to SWAC and other participating groups for comments, review comments and revisions

Q7: Incorporate comments and revisions, prepare Final Draft of CSWMP, and carry out Municipal Adoption of CCSHWMP Plan amendment/revision

Q8: Submit final draft amendment/revision for Ecology's review and approval

Costs eligible for reimbursement with supporting documentation include:

- Contracted services to assist RECIPIENT with the SHWMP plan amendment or revision
- RECIPIENT employee time to implement the task, including outreach/planning/coordination/travel
- RECIPIENT employee time to attend trainings and workshops preapproved in writing by Ecology
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement:

Agreement No: SWMLSWFA-2021-ClaCPW-00071

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- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified or pre-approved in writing by Ecology

Task Goal Statement:

The overall goal is a revised or amended CCSHWMP that is harmonized with the actual solid waste operations in the County and reflects the future solid waste system.

Task Expected Outcome:

With the task cost a locally adopted CCSHWMP plan amendment or revision

Recipient Task Coordinator: David Hanna**Solid and Hazardous Waste Mgt. Plan Maintenance****Deliverables**

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMLSWFA-2021-ClaCPW-00071
Project Title: IMP Clallam Co PW
Recipient Name: CLALLAM CO PUBLIC WORKS

BUDGET**Funding Distribution EG220448**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Clallam Co Public Works Funding Type: Grant
Funding Effective Date: 07/01/2021 Funding Expiration Date: 06/30/2023
Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund:

Type: State

Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Clallam Co Public Works	Task Total
General Planning	\$ 18,239.67
Solid and Hazardous Waste Mgt. Plan Maintenance	\$ 66,667.00

Total: \$ 84,906.67

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clallam Co Public Works	25.00 %	\$ 21,226.67	\$ 63,680.00	\$ 84,906.67
Total		\$ 21,226.67	\$ 63,680.00	\$ 84,906.67

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, Ecology will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by Ecology. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

Ecology will conduct a risk assessment of all Local Solid Waste Financial Assistance recipients. The level of risk determines the level of oversight required by Ecology throughout the biennium. If the RECIPIENT's performance or project circumstances change, Ecology may reassess risk and notify the RECIPIENT of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. Ecology shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements

Agreement No: SWMLSWFA-2021-ClaCPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- * Receives more than \$25,000 in federal funds under this award.
- * Receives more than 80 percent of its annual gross revenues from federal funds.
- * Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrcs.gov <http://www.fsrcs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrcs.gov <http://www.fsrcs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE

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SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) [\(<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>\)](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) [\(<https://sam.gov/SAM/>\)](https://sam.gov/SAM/) exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

11/28/22

Department: Public Works

WORK SESSION ☒ **Meeting Date: November 28, 2022**

REGULAR AGENDA ☒ **Meeting Date: December 6, 2022**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 402-22-002

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Public Works has received approval from the Washington State Department of Ecology to amend our current solid waste management grant agreement. The proposed Amendment to the current Agreement is pending review and approval by the Board.

The Amendment will expand the budget, scope and level of effort on Grant Task 1 to: (1) conduct a study of the organics waste stream in Clallam County; (2) develop a County action plan for organics reduction; (3) work with the Port Angeles Food Bank on establishing a hot-food recovery program; (4) work in schools on food waste reduction curriculum; and (5) other education and outreach on organics waste reduction strategies and composting. These work areas implement the goals and strategies of the 2021 Clallam County Solid Waste Management Plan (CCSWMP) and will assist the County in addressing the state 2022 Organic Management Law and Use Food Well in Washington Plan.

As per the current Agreement and pending Amendment No. 1 to the Agreement, Task 1 work would be conducted by the Washington State University (WSU)-Extension. Attached is a proposed Sponsored Research Project Agreement between WSU and Clallam County to complete the Task 1 scope of work under Amendment No. 1 to the current grant Agreement with Ecology.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

This is a current grant with funds under contract.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

BOCC_Agenda(WSU Contract)
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

The Department recommends approval of this Agreement with WSU. Prior to approval, the Department recommends the Board approves the pending Amendment No. 1 to the current grant Agreement with Ecology.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray & Clea Rome

Relevant Departments: Public Works & WSU-Extension

Date submitted: 11/22/22

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

BOCC_Agenda(WSU Contract)
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



**SPONSORED RESEARCH PROJECT AGREEMENT
ORSO # 142975-001**

1. PARTIES

This Agreement is made and entered into by and between Washington State University ("WSU"), an institution of higher education and agency of the state of Washington, and Clallam County ("Sponsor"). In this Agreement, the above entities are jointly referred to as Parties and individually as Party.

2. PURPOSE

This Agreement provides the terms and conditions for a sponsored project which is of mutual interest and benefit to WSU and Sponsor. The performance of such sponsored project is consistent, compatible, and beneficial to the academic role and mission of WSU as an institution of higher education.

3. SCOPE OF WORK

- 3.1 The Parties acknowledge that this Agreement is for the performance of the sponsored project set forth in *Attachment A–Scope of Work* entitled, "Organics Waste Reduction Plan for Clallam County" and hereafter referred to as the "Project". *Attachment A–Scope of Work* is attached hereto and incorporated herein by reference.
- 3.2 WSU will exercise diligence and make reasonable efforts to carry out the Project as described in *Attachment A–Scope of Work* and to provide the deliverables listed therein. WSU does not represent or guarantee that the desired results will be obtained under this Agreement.
- 3.3 Reporting Requirements. WSU shall provide written reports on the progress of the Project as follows: Progress reports shall be provided quarterly to Clallam County Public Works. A final written report shall be furnished at the completion of the period of performance.

4. PERIOD OF PERFORMANCE

The period of performance for the Project shall be May 1, 2022 to June 30, 2023 unless a time extension is mutually agreed upon in writing by the Parties.

5. COSTS AND BILLING

- 5.1 It is agreed that total costs to Sponsor under this Agreement shall not exceed \$48,258 without written modification of this Agreement.
- 5.2 Payment under this Agreement will be on a cost reimbursable basis.
- 5.3 Invoicing. Invoices will be provided quarterly, using the standard WSU invoice. Invoices will be sent to the notice address listed.
- 5.4 Payment. Payments are due to WSU within thirty (30) days of receipt of invoice. Checks should be made payable to Washington State University and sent to: Washington State University, Cashier's Office – SPS, PO Box 641025, Pullman WA 99164-1025

- 5.5 Budget. *Attachment B – Project Budget* sets forth the Project budget. Deviations from this Project budget may be made to and from any expenditure object within the WSU system as long as such deviation is reasonable and necessary to carry out the Scope of Work.

6. CONFIDENTIAL INFORMATION

- 6.1 In order to carry out the Project, the Parties may desire to exchange information that they view as proprietary or confidential. Such information is owned by the disclosing Party and no ownership, license, or other rights thereto is granted hereby other than to conduct the Project set forth in the Scope of Work. Each Party agrees to use reasonable efforts to treat as confidential, and cause their officers and employees to treat as confidential, such information received from the other Party for a period of five (5) years from the date of disclosure. Such reasonable efforts will be no less than the efforts used by the receiving Party to protect its own confidential information. Any such Confidential Information will be distributed within the receiving Party only to those individuals with a “need to know” the information to carry out the Project.
- 6.2 “Confidential Information” must be designated as confidential at the time of disclosure. Written materials must be clearly marked, and oral disclosures must be identified as confidential at the time of disclosure and confirmed in writing within ten (10) days of disclosure.
- 6.3 The obligation to protect Confidential Information shall not apply to any information that: (1) is already in the possession of, or is independently developed by, the receiving Party; (2) becomes publicly available other than through breach of this Agreement; (3) is received from a third party with authorization to make such disclosure; (4) is released with the other Party’s written consent; or (5) is required to be released by law or court order.
- 6.4 In the event that disclosure is required by law or court order, the receiving Party shall provide the disclosing Party with prompt notice so that the disclosing Party may seek a protective order or other official action enjoining that disclosure. In the event that such injunction is not obtained, the receiving party will furnish only that portion of the Confidential Information that is legally required. It is understood that as an agency of the state of Washington, WSU is subject to the Washington Public Records Act, RCW 42.56 et seq. If a Public Records Act request is made to view Sponsor’s Confidential Information, WSU will notify Sponsor as provided above.
- 6.5 The terms of confidentiality set forth in this Agreement shall not be construed to limit the Parties’ right to independently develop products without the use of another Party’s Confidential Information.

7. PUBLICATION

- 7.1 In furtherance of WSU’s role as a public institution of higher education, it is necessary that significant results of research activities be reasonably available for publication by WSU, and Sponsor acknowledges that WSU may publish the results of research conducted in connection with this Agreement. Such publication may also include presentation at academic and other conferences. Unless otherwise directed by Sponsor, WSU will appropriately acknowledge Sponsor’s support of the Project in publications or presentations, in accordance with customary standards.
- 7.2 WSU will provide Sponsor with a copy of any proposed publication resulting from the Scope of Work at least thirty (30) days prior to submission for publication. Sponsor shall have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by Sponsor to contain confidential or patentable material owned by Sponsor, or to request a delay in submission of the draft for publication pending application for patent protection. In either event, WSU shall have

no obligation to delay publication of the draft for longer than one hundred and twenty (120) days following delivery of WSU's notice to Sponsor of intent to publish. If WSU does not receive Sponsor's written response to the notice of intent to publish within the thirty (30) day period, then Sponsor shall be deemed to have consented to such publication. Confidential Information supplied by Sponsor under this Agreement shall not be included in any material published by WSU without written consent of Sponsor or as otherwise provided in § 6.3.

8. INTELLECTUAL PROPERTY

- 8.1 "Intellectual Property" shall mean any Invention, Copyright, Trademark, and/or Proprietary Information produced under the Scope of Work. Consistent with WSU policy, WSU may assign Intellectual Property to a designee of WSU. For purposes of this §8, WSU shall mean either WSU or a designee of WSU for Intellectual Property assigned to it.
- 8.2 Background Intellectual Property. Each Party shall retain title to all Intellectual Property conceived and reduced to practice prior to the start of the work under this Agreement.
- 8.3 Foreground/Project Intellectual Property. WSU will own all rights and title to Intellectual Property created solely by WSU employees. Sponsor will own all rights and title to Intellectual Property created solely by Sponsor employees. Intellectual Property created jointly by employees of WSU and Sponsor will be jointly owned.
- 8.4 Grant of Non-Commercial License to Project Intellectual Property and Copyrights. WSU hereby grants to Sponsor a non-exclusive, non-transferable, royalty-free license to use WSU Foreground/Project Intellectual Property for non-commercial purposes within its own organization, including internal research and development.
- 8.5 Option Rights. Subject to any existing third-party rights, WSU hereby grants to Sponsor an option to negotiate a license to WSU's ownership interest in Project Intellectual Property. WSU shall notify Sponsor of such Intellectual Property within thirty (30) days of WSU Office of Commercialization's receipt of WSU Invention Disclosure forms from WSU inventors. Sponsor shall, within ninety (90) days of receipt of such notification from WSU, inform WSU in writing its intent to negotiate a license. Any such license shall be negotiated in good faith and shall contain terms standard for agreements between universities and industry including, without limitation, clauses providing for payment of reasonable royalties and reimbursement of all past, present, and future expenses incurred in the preparation, filing, prosecution, issuance, and maintenance of Intellectual Property rights. In the event that WSU and Sponsor do not execute a written license agreement within sixty (60) days following Sponsor's exercise of the option, WSU shall be free to negotiate with and to enter into license agreements, including exclusive license agreements, with third parties.
- 8.6 Invention Disclosures submitted to Sponsor by WSU will be treated as Confidential Information under this Agreement and subject to the confidentiality obligations contained herein.

9. GENERAL TERMS AND CONDITIONS

- 9.1 Equipment. WSU shall retain title to any equipment purchased with funds provided under this Agreement.
- 9.2 Environmental and Safety Information. All information and materials provided by Sponsor must be accompanied by the appropriate environmental and safety information, as well as all export control

classifications and/or licenses for those materials as required by United States Law. WSU will observe all applicable United States safety precautions and United States governmental requirements concerning handling of information and materials.

- 9.3 Key Personnel. The WSU Project Director shall be Clea Rome. Sponsor designates Steve Gray, Clallam County Public Works, as the primary Sponsor liaison for the Project Director.
- 9.4 Publicity. Neither Party shall include the name of the other, nor any of the other Party's Trademarks in any advertising, sales promotion, or publicity matter without prior written permission.
- 9.5 Termination. This Agreement may be terminated by either Party upon written notice delivered to the other Party at least thirty (30) days prior to the intended date of termination. By such termination, neither Party may nullify obligations already incurred prior to the date of termination.
- 9.6 Disclaimer. WSU MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE SCOPE OF WORK, SPONSORED PROJECT, OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SPONSORED PROJECT, SCOPE OF WORK, OR RESULTING PRODUCT.
- 9.7 Indemnity. Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. Sponsor shall fully indemnify and hold harmless WSU against all claims arising out of Sponsor use, commercialization, or distribution of Intellectual Property or products that result in whole or in part from the Project.
- 9.8 Notices. Any notice or communication required or permitted under this Agreement must be in writing and delivered to the intended Party at the address below or such other address as may hereafter be designated by notice in writing.

For WSU:

Office of Research Support and Operations
 Lighty 280
 PO Box 641060
 Pullman WA 99164-1060
 orso@wsu.edu

For Sponsor:

Clallam County Public Works
 223. E. 4th St.
 Port Angeles, WA 98362
 steve.gray@clallamcountywa.gov

- 9.9 Law and Venue. This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of Washington, without regard to its conflict-of-laws provisions. The venue of any action brought hereunder shall be in the Superior Court of Whitman County.
- 9.10 Amendments. No modification or amendment of this Agreement will be binding unless it is in writing and signed by the authorized signatories of the Parties.
- 9.11 Severability. The provisions of this Agreement are severable. If any Court finds any part of this Agreement to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the other provisions of this Agreement which can be given effect without the invalid provision, provided that such remainder conforms to the requirements of applicable law and fundamental purpose of this Agreement.

- 9.12 Waiver. The failure of either party to assert a right under this Agreement or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right.
- 9.13 Counterparts. This Agreement may be executed in counterparts, each one of which is considered an original, but all of which together constitute one and the same instrument.

This Agreement, together with its *Attachments*, contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

WASHINGTON STATE UNIVERSITY

SPONSOR

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

ATTACHMENT A – SCOPE OF WORK
ORSO # 142975-001

Task Description

The 2021 Clallam County Solid and Hazardous Waste Management Plan (CCSHWMP) has a goal to decrease organics in the waste stream to below 10% by 2025. To assist the County to reach the goal set in the CCSHWMP, WSU will develop a study of current conditions and an Organics Plan for Clallam County and conduct outreach on organics waste reduction.

The CCSHWMP outlines several recommendations in section 8.5 (Recommendations for Organics) for achieving the target reductions, including:

- Work to eliminate illegal dumping and burning of yard waste and consider separate collection of yard waste in the county
- Continue to develop end uses such as mulch, hog fuel, and compost, and other uses that may also be identified
- Investigate economical and efficient options for handling residential, commercial and institutional food waste

Specific actions for Organics, including those for this Task are listed in Table 11-1 under Chapter 8, Organics.

Scope of Work

Activity: Organics Study and Plan:

Study the current landscape of organics waste in Clallam County, further research the feasibility of the recommendations outlined in the CCSHWMP plan, and work with stakeholders to develop a detailed plan of action for organics reduction.

This will include:

- Assess current organics waste streams in Clallam County
- Research municipal best practices
- Further research the feasibility of the recommendations outlined in the plan
- Engage key stakeholders on developing organics reduction strategies including Clallam County Climate Advisory Committee and NODC “Energy Futures Roadmap Initiative”. This includes attending 2022 energy summit in Blyn WA.
- Develop an Organics Reduction Plan for Clallam County. Including prioritized strategies and recommended steps for reaching reduction targets
- Attendance at Clallam County Solid Waste Advisory Committee (SWAC) meetings to obtain input, report progress and findings
- Present results of the study to key stakeholders including Clallam BOCC, Port Angeles City Council, and Sequim City Council

Activity: Organics Waste Reduction

Hire a part-time waste reductions coordinator to implement programming to reduce organics in the waste stream in accordance with the “Use Food Well Washington Plan” and elements of the 2022 Organics Management Law:

- Work with the Port Angeles Food Bank on establishing a hot-food recovery program
- Work in schools on food waste reduction curriculum
- Education and outreach to general public on household waste reduction strategies
- Backyard composting education and school compost programming under leadership of Master Gardener Program
- Provide technical assistance for commercial, agricultural, and industrial composting projects

Task Expected Outcome:

- Develop organics current conditions study
- Develop a detailed plan of action for organics reduction, including prioritized strategies and recommended steps for implementation for reaching the target reductions set in the CSHWMP of reducing organics in the waste stream to 10% by weight by 2025. These goals shall be consistent with Chapter 8 of the CSHWMP (Section 8.5) and Table 11.1.
- Reduce organics in the waste stream by 37 tons.

Costs Reimbursement

Reimbursement for costs to implement work identified in this scope of work are subject to the same eligibility and reimbursement requirements as Clallam County under County’s grant agreement with Ecology. Reimbursement of costs is limited to the above scope of work unless pre-approved by Clallam County and Ecology. Overtime compensation (all hours are calculated at regular rate of pay) is not eligible for reimbursement.

ATTACHMENT B – PROJECT BUDGET
ORSO # 142975-001

WSU-Extension Master Gardener Coordinator	Backyard composting education and school compost programming.	\$4,300
WSU-Extension Waste Reduction Coordinator	Programming to reduce organics in waste stream	\$7,000
WSU-Extension/Consultant	Organics current condition study and Organics Waste Reduction Plan	\$22,000
WSU-Extension Supplies	Hot food recovery programming at Port Angeles Food Bank	\$5,000
WSU-Extension Facilities & Administration	26% of WSU project costs	\$9,958
TOTAL		\$48,258



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

8
11/29/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 11-28-22

REGULAR AGENDA ☒ Meeting Date: 12-6-22

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Olympic Area Agency on Aging Advisory Council due to an expired term.

A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current member with the expiring term was notified. No other applications were received.

The Olympic Area Agency on Aging Advisory Council supports the reappointment of Joseph Sharkey.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign a resolution to reappoint and appoint.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 11-18-22

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



RESOLUTION _____, 2022

REAPPOINTING A MEMBER TO THE
OLYMPIC AREA AGENCY ON AGING ADVISORY COUNCIL

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Olympic Area Agency on Aging Advisory Council due to an expired term.
2. A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current member with the expiring term was notified. No other applications were received.
3. The Olympic Area Agency on Aging Advisory Council supports the reappointment of Joseph Sharkey.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Joseph Sharkey** is reappointed as a Clallam County Representative to a term expiring December 31, 2025.

PASSED AND ADOPTED this 6th day of December 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: Appointees
Olympic Area Agency on Aging
A22.167



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

9
11/29/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 11-28-22

REGULAR AGENDA ☒ Meeting Date: 12-6-22

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Vacancies exist on the Sheriff's Citizens Advisory Committee due to the expiration of terms.

A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current members with the expiring terms were notified. No applications were received.

The current members advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.

Bill Benedict, Sheriff, endorses the reappointment of Rochelle Blankenship and Brooke Nelson to the Sheriff's Citizen Advisory Committee.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution reappointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Sheriff's Office

Relevant Departments: Board of Commissioners and Sheriff's Office

Date submitted: 11-22-22

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Sheriffs Committee Blankenship & Nelson 12-6-22

Revised: 3-04-2019



RESOLUTION _____, 2022

REAPPOINTING MEMBERS TO THE SHERIFF'S CITIZENS ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Sheriff's Citizens Advisory Committee due to the expiration of terms.
2. A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current members with the expiring terms were notified. No applications were received.
3. The current members advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.
4. Bill Benedict, Sheriff, endorses the reappointment of Rochelle Blankenship and Brooke Nelson to the Sheriff's Citizen Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. That **Rochelle Blankenship** is reappointed to the Jamestown S'Klallam Tribe position for a term expiring December 31, 2025.
2. That **Brooke Nelson** is reappointed to the City of Port Angeles position for a term expiring December 31, 2025.

PASSED AND ADOPTED this 6th day of December 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

A22.251
Appointee
Sheriff's Office



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

10
11/28/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 11-28-22

REGULAR AGENDA ☒ Meeting Date: 12-6-22

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other – Discussion and next steps |

Documents exempt from public disclosure attached: ☐

Executive summary:

Evergreen Forest County Group has requested the Clallam County Board of Commissioners to pay 2023 County Annual Dues for Public Land, Environment and Natural Resources work by Robert K. Weidner / Chartwell Enterprises Inc. on behalf of Clallam County in Washington D.C.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Requested amount \$10,000

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Discussion and next steps.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Finance Department

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 11/1/22

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Robert K Weidner

9720 Ironmaster Drive
Burke, Virginia 22015
October 24, 2022

Dear Commissioners/Council Members:

Next January will mark the beginning of my thirty first year working as your advocate in Washington, D.C., not including my fifteen years working while mentored by a truly great man, former Utah Senator Jake Garn. Jake served along side Scoop Jackson, Warren Magnusson, Slade Gorton and Dan Evans. Together, they all overcame the partisan divide that afflicts us today by advocating access to and wise multiple use management of National Forest and other federal lands. These men understood the true meaning of conservation through wise stewardship. They each supported logging as a necessary tool for active forest management and worked across party lines to see that men and women had opportunities to work in the forest products industry on federal, state and private forests. They would find today's political environment anathema to that for which America stands.

I stand second to no one arguing that the federal government must honor its obligations to rural public lands counties by making full Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) payments. Most recently, I have worked directly with Finance Committee Chairman, Oregon Senator Ron Wyden, whose idea it was to compensate revenue sharing counties who have been harmed by reckless federal land and environmental policies to the tune of \$750 million per year for two years from the Treasury Department. You should each be receiving the first of those payments now. I currently represent the National Forest Counties and Schools Coalition advocating active National Forest and BLM management as well as the uranium mining industry whose work is desperately needed on federal lands to meet the demands of American electricity users through clean nuclear power generation.

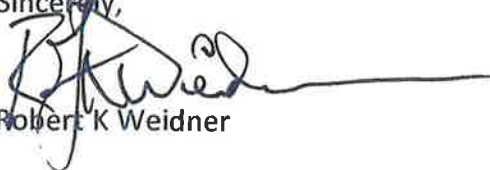
Recognizing the value of broader coalitions, I am pleased to represent several other western public lands counties in Colorado, New Mexico, Arizona, Nevada, California and Utah advocating positions compatible with those Senator Garn taught me.

Over the years it has been my focus to: 1) Keep an eye on NACo to make sure it did in fact, represent our western public lands interests and to similarly keep an eye on the Congress and Administration no matter which party was in charge to protect our same values. To that end I have been pleased to work with NACo whenever possible and by working with the National Forest Counties and Schools Coalition to protect Congress's commitment to share revenues from management of National Forests and public lands generally.

I am grateful for your ongoing support and look forward to continuing to work on your behalf to protect access to our public lands for all multiple uses and to continue to evaluate whether returning land management authority to the states and counties is actually the best way to protect our rural western way of life. We are the true environmentalists and let no one tell you otherwise.

Finally, let me share sage counsel from another of my original mentors, the late, great San Juan County, Utah Commissioner, Calvin Black who shared with Senator Garn and me lasting words of wisdom. Calvin taught us: "He who controls the land, controls his destiny!" Truer words were never spoken and to those words I remain committed.

Sincerely,



Robert K Weidner

Evergreen Forest County Group

9720 Ironmaster Drive

Burke, VA 22015

703 898-6603

rkw57@mac.com

January 1, 2023

INVOICE

2023 County Annual Dues for Public Land, Environment &
Natural Resources Work by Robert K. Weidner on behalf of
Clallam County in Washington D.C.

Amount Due: \$10,000.00

Please make check payable to:

Robert K. Weidner
Chartwell Enterprises Inc.
9720 Ironmaster Drive
Burke, VA 22015

W-9 S Corp. 47-2716989

Many Thanks!

A Rural Public Lands County Council Affiliate County

**MEMORANDUM OF AGREEMENT
ON BEHALF OF CLALLAM COUNTY, A MEMBER
OF THE EVERGREEN FOREST COUNTY GROUP
A Rural Public Lands County Council Affiliate
2023**

I. PARTIES

This Memorandum of Agreement is by and between Robert K. Weidner, hereinafter “Weidner”, with offices in the Washington, D.C. area and Clallam County, hereinafter “the County”.

II. RESPONSIBILITIES

Pursuant to the terms of this Memorandum of Agreement, Weidner will serve as Washington, D.C. government relation’s advisor to Clallam County and other counties of the Evergreen Forest County Group hereinafter “Evergreen”. In this role, Weidner will report to and receive guidance from Evergreen Group Members & Commissioners of participating counties including:

- A. Monitoring and information gathering with the Administration and Congress with respect to matters in which the counties may have interest. Specifically, Weidner will closely monitor and provide information on matters affecting public lands within member counties.
- B. Lobbying Congress and departments of the executive Branch of the government including the Department of the Interior, the Office of Management and Budget, the Department of Energy, the Environmental Protection Agency, and the Department of Agriculture with respect to matters, which affect member counties. This will involve arranging meetings for officials of the member counties with officials of these departments as necessary; the preparation of testimony and briefing papers; assisting in devising strategy; the implementation of that strategy with respect to House and Senate Committees; and liaison work with key committee members of the House and Senate Committees as well as Committee staff.
- C. In addition to those activities described in “B” above, this will include working with members and staffs of relevant Congressional Committees on an on-going basis on behalf of member counties.
- D. Providing regular briefings to the Evergreen Executive Committee and member counties following the guidelines set forth by the Executive Committee.

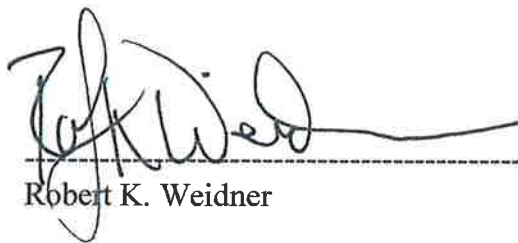
- E. Provide periodic updates on issues and activities, which affect Evergreen member counties.

III. DURATION

This Memorandum of Agreement shall remain in effect from January 1, 2023, until December 31, 2023. However, either party may cancel this contract with sixty days' notice without cause.

IV. FEES

PLEASE MAKE CHECK PAYABLE TO Robert K. Weidner. In consideration of the above-referenced services to be performed by Weidner, the County agrees to pay Weidner \$10,000.00 in January of 2023. Should this contract be terminated early, pursuant to the provision of III, above, and then compensation for Weidner's services shall be computed based upon the number of hours actually expended by Weidner multiplied by an hourly rate of \$250.00 per hour. Provided, however, that in no event shall the fees incurred exceed the total amount stated above unless agreed to by the two parties.

 10-24-22

Robert K. Weidner Date

On behalf of Clallam County Date



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

11/28/22

Department: Finance

WORK SESSION ☒ **Meeting Date:** **11/28/2022**

REGULAR AGENDA ☒ **Meeting Date:** **12/6/2022**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|--|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Monthly Review |

Documents exempt from public disclosure attached: ☐

2023 PROPERTY TAX LEVY RESOLUTION—VETERAN’S RELIEF, LAND ASSESSMENT & HHS—DEVELOPMENTAL DISABILITIES

The purpose of this discussion to go over a Draft Resolution establishing the 2023 Property Tax Levy Rates to utilize for Veteran’s Relief, Land Assessment & HHS—Developmental Disabilities for those general purpose tax levy amounts collected in the 2023 tax year under the resolution adopted by the BOCC on Tuesday, November 29, 2022.

BACKGROUND

Historically, separate levy amounts have been allocated from the general purpose property tax levy collected by the County via prior resolutions adopted by the Board of Clallam County Commissioners in support of these designated purposes:

- Veteran’s Relief (pursuant to RCW 73.08.080),
- Treasurer-Land Assessment (pursuant to RCWs 36.33.120 through RCW 36.33.190), and
- HHS—Developmental Disabilities (pursuant to RCW 71.20.110).

Levy rates currently in place for these designated purposes, which correspond to base levy rates established under RCW, are as follows:

- Veteran’s Relief \$.01125 per \$1,000 of assessed value,
- Treasurer-Land Assessment--\$.0012 per \$1,000 of assessed value, and
- HHS—Developmental Disabilities--\$.025 per \$1,000 of assessed value.

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary 2023 Veterans Land Assessment & Dev Disabil Tax Levy Resolutions 12062022.docx

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

To date, these levy rates allocated to these designated purposes have remained unchanged since adoption. However, as these rates have remained fixed while the overall general purpose property tax levy rate has declined steadily as assessed values in the County have continued to increase, the property tax funding levels provided for these purposes has grown year-over-year at a substantially higher rate than the overall general purpose property tax, which again is limited to an annual growth of 1% plus new construction and refunds.

However, as allowed under Veteran's Relief RCW 73.08.080 (5) (a) (ii) and Developmental Disabilities RCW 71.20.110 (3) (a) (ii), the amount of levy allocated to either of these designated purpose may, in the event of an increase in certified levy from the preceding year's, be adjusted so the amount of allocated levy to the designated purpose is not less than the base allocation increased by the same percentage as the certified levy is increased from the preceding year's certified levy. In other words, if the overall general purpose levy amount is set to grow 3% over the prior year certified levy amount, then the rates for these designated purposes may be adjusted to insure the general purpose property tax funding allocated to these designated purposes also only grow at 3%.

As reflected in the 2023 Proposed Final Budget, it is assumed for 2023 that the property tax levy rates for both Veteran's Relief and Developmental Disabilities are adjusted in accordance with these RCWs so that property tax funding for both designated purposes increase by the same relative percentage as the overall general purpose property tax levy amount for 2023, which is currently projected at 3.35% growth based on the 1% levy allowed growth plus new construction and refunds occurring in 2022.

As for Land Assessment, over the past several years this fund has experienced significant increases in the amount of stormwater assessment fees charged by the City of Port Angeles, resulting in the property tax allocated under the current rate to Land Assessment no longer being sufficient to fund the costs of the Treasurer-Land Assessment fund, resulting in the depletion of the fund's reserves over time. Without increasing the Land Assessment rate for 2023, this fund will not be able to fully fund its operating costs in 2023. As a result, based on the budgeted costs for the Land Assessment fund for 2023, Land Assessment will need an approximate \$9k or 61.5% increase in its property tax funding to meet its ongoing funding needs.

In order to address the adjustments needed to Veteran's Relief, Land Assessment and Developmental Disabilities to meet the funding goals above and as outlined in the attached "2023 Breakdown of Property Tax Levy-General Fund" analysis, the rates for these designated purposes will need to be set as follows for 2023:

- Veteran's Relief \$.0092453 per \$1,000 of assessed value,
- Treasurer-Land Assessment--\$.00154 per \$1,000 of assessed value, and
- HHS—Developmental Disabilities--\$.02054512 per \$1,000 of assessed value.

With the BOCC's approval, we request the approval of the enclosed resolution establishing these new rates for the 2023 tax year, with the resolution to be adopted on Tuesday, December 6, 2022.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary 2023 Veterans Land Assessment & Dev Disabil Tax Levy Resolutions 12062022.docx

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve Resolution establishing the 2023 General Purpose Property Tax-funded levy rates for Veteran's Relief, Land Assessment and Developmental Disabilities.

County Official signature & print name:  Mark Lane _____

Name of Employee/Stakeholder attending meeting: _____ Mark Lane _____

Relevant Departments: Board of Commissioners, Finance Department

Date submitted: November 21, 2022

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary 2023 Veterans Land Assessment & Dev Disabil
Tax Levy Resolutions 12062022.docx

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019



BUDGET RESOLUTION _____, 2022

ESTABLISHING THE 2023 LEVY RATES FOR VETERAN'S RELIEF, DEVELOPMENTAL
DISABILITIES AND LAND ASSESSMENT FUNDS
FOR CLALLAM COUNTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Board of Clallam County Commissioners gave notice on November 8, 2022 that a Resolution establishing a general purpose property tax levy would be adopted by Resolution on November 29, 2022 for tax to be collected in 2023.
2. The Board of Clallam County Commissioners finds there is substantial need for the increase of 1 percent plus new construction, pursuant to RCW 84.55.0101.
3. A required public hearing will be held December 6, 2022 to consider the Clallam County current expense budget for the 2023 calendar year, pursuant to RCW 84.55.120.
4. The dollar amount of the levy increase over the actual levy amount from the previous year is \$118,297.61 which is an increase of 1 percent from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred, and refunds made.
5. Historically, separate levy amounts have been allocated from the general purpose property tax levy via prior resolutions adopted by the Board of Clallam County Commissioners in support of the following designated purposes:

Veteran's Relief (pursuant to RCW 73.08.080),
Treasurer-Land Assessment (pursuant to RCWs 36.33.120 through RCW 36.33.190), and
HHS—Developmental Disabilities (pursuant to RCW 71.20.110).
5. Levy rates currently in place for these designated purposes are as follows:

Veteran's Relief \$.01125 per \$1,000 of assessed value,
Treasurer-Land Assessment--\$.0012 per \$1,000 of assessed value, and
HHS—Developmental Disabilities--\$.025 per \$1,000 of assessed value.
6. Due to increasing stormwater assessment and other costs within the Treasurer—Land Assessment fund, a need to increase the levy rate allocated to this designated purpose to cover these increased costs now exists.
7. As allowed under RCW 73.08.080 (5) (a) (ii), the amount of levy allocated to Veteran's Relief may, in the event of an increase in certified levy from the preceding year's, be adjusted so the amount of allocated levy to Veteran's Relief is not less than the base allocation increased by the same percentage as the certified levy is increased from the preceding year's certified levy.
8. Similarly, as allowed under RCW 71.20.110 (3) (a) (ii), the amount of levy allocated to HHS—Developmental Disabilities may, in the event of an increase in certified levy from the preceding year's, be adjusted so the amount of allocated levy to HHS—Developmental Disabilities is not less than the base allocation increased by the same percentage as the certified levy is increased from the preceding year's certified levy.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. In order to increase the levy allocated to Land Assessment to sufficiently fund its increased operating costs and to adjust the levy amounts allocated to Veteran's Relief and HHS—Developmental Disabilities so that such designated purpose levy amounts each increase at a rate no less than the base allocation increased by the same percentage as the certified levy is projected to increase from the preceding year's certified levy for the general purpose property tax levy, the levy rates for these designated purposes shall be as follows for the levy to be collected in the 2023 tax year:

Veteran's Relief \$.0092453 per \$1,000 of assessed value,
Treasurer-Land Assessment--\$.00154 per \$1,000 of assessed value, and
HHS—Developmental Disabilities--\$.02054512 per \$1,000 of assessed value.

PASSED AND ADOPTED this sixth day of December 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: Assessor
Treasurer

CLALLAM COUNTY
BREAKDOWN OF PROPERTY TAX LEVY--GENERAL FUND
2023 BUDGET

ASSESSED VALUE--2023 (from Highest Lawful Levy Calc sheet) \$ 14,975,332,854.00

TOTAL PROPERTY TAX LEVY (from Highest Lawful Levy Calc sheet) \$ 12,164,192.36

BASED ON CURRENT CARVE OUT FACTOR RATES											
FUND	PRIOR YEAR BASED ON CURRENT LEVY RATE	PROPOSE D BASED ON YEAR OVER YEAR CHANGE IN CURRENT LEVY RATE	% CHANGE IN LEVY YOY	CALC'D PROPERTY TAX--2023	ROUNDED	2023 BUDGET (ALLOCATE BASED ON AMOUNT CERTIFIED FOR BUDGET--CELL N108	\$ Increase from PY	% Increase from PY	1%	IPD (if applicable)	Difference
19914--VETERAN'S RELIEF	0.01125	0.0092453	-17.82%	\$ 138,451.49	\$ 138,500.00	\$ 139,200.00	\$ 4,554.73	3.38%	\$ 134,645.27		
11331--DEVELOPMENTAL DISABILITIES	0.025	0.02054512	-17.82%	\$ 307,669.98	\$ 307,700.00	\$ 309,300.00	\$ 10,088.28	3.37%	\$ 299,211.72		
12241--LAND ASSESSMENT	0.00120	0.00154	28.33%	\$ 23,062.01	\$ 23,100.00	\$ 23,200.00	\$ 8,837.84	61.54%	\$ 14,362.16		
00100--GENERAL FUND	0.95096	0.78095	-17.88%	\$ 11,695,008.88	\$ 11,695,000.00	\$ 11,754,870.00	\$ 373,328.03	3.28%	\$ 11,381,541.97		
TOTAL PROPERTY TAX	0.98841	0.81228	-17.82%	\$ 12,164,192.36	\$ 12,164,300.00	\$ 12,226,570.00	\$ 396,808.88	3.35%	\$ 11,829,761.12	\$	\$
Prior Year Levy--All											

Prior Year Property Tax Budget

19914--VETERAN'S RELIEF
11331--DEVELOPMENTAL DISABILITIES
12241--LAND ASSESSMENT
00100--GENERAL FUND
TOTAL PROPERTY TAX

BUDGET	FINAL CERTIFIED LEVY
\$ 135,300.00	\$ 134,645.27
\$ 300,500.00	\$ 299,211.72
\$ 14,500.00	\$ 14,362.16
\$ 11,431,700.00	\$ 11,381,541.97
\$ 11,882,000.00	\$ 11,829,761.12



Clallam County

DNR
11/28/22
@1pm

CLALLAM COUNTY MEETING PARTICIPATION

Board of Clallam County Commissioner meetings will also be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link:
<https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

DNR
11/28/22@
1pm

Clallam County

2022 Quarterly Income Report – Quarter 3

The Washington State Department of Natural Resources manages more than 600,000 acres of state forestlands in Washington. State forestlands generate revenue that helps support counties and local services. The lands are located in 21 counties, though the amount of acreage of trust land varies considerably by county. This report provides county-specific information regarding quarterly revenue from state forestlands.

ALL REVENUE¹ distributed to Clallam County in Calendar Quarter 3 (July 1 -

September 30, 2022). Due to the specific date monies are received by the Department and the cutoff dates used by the State Treasurer for wire transfers, the revenue for the current period may be different than actual remittances received by the county.

\$ 1,291,579.02

ALL REVENUE¹ accrued for Clallam County this calendar year, 2022, as of

September 30, 2022. For reporting purposes, DNR follows the modified accrual basis of accounting per Generally Accepted Accounting Principles (GAAP). Under this measurement focus, revenues are recognized and recorded when they become both measurable and available, i.e., when invoiced.

\$4,177,637.00

NET VALUE² of State Forestland timber in Clallam County under contract as of September 30, 2022.

\$ 8,890,973.21

[Click here](#) for 10-Year Revenue History.

[Click here](#) for detail about timber sales under contract.

¹ All revenue refers to distributions from timber and non-timber sources.

² Net value of timber includes the estimated value of timber currently under contract and does not include the estimated value from non-timber sources.

There are two types of state forestlands: State Forest Transfer lands, and State Forest Purchase lands.

1. **State Forest *Transfer* Lands.** These are lands acquired by counties through tax foreclosures that were subsequently turned over to the state. The Department of Natural Resources currently manages more than 538,000 acres of these forestlands in trust for 20 counties. Revenue from State Forestlands is distributed in accordance with RCW 79.64.110. Based on population, Skamania and Wahkiakum Counties have different distribution requirements compared with other counties.
2. **State Forest *Purchase* Lands.** State-issued bonds were used to acquire certain parcels of forestland from private owners. Typically, these forestlands had been logged and were in need of active management. Allocation of revenue from these lands was determined when purchase was authorized, as follows: 26.5 percent to the county in which the property is located; 50 percent to DNR for management expenses; and the remaining 23.5 percent to the State General Fund.

State Forestlands

Current as of 04/09/2021

	State Forest Transfer	State Forest Purchase	Total Acres
Clallam	93,018	242	93,260
Clark	26,497	3,850	30,347
Cowlitz	11,083	275	11,358
Grays Harbor	2,315	29,033	31,348
Jefferson	14,706	16	14,722
King	22,908	0	22,908
Kitsap	7,561	79	7,640
Kittitas	0	3	3
Klickitat	20,360	41	20,401
Lewis	39,999	3,069	43,067
Mason	28,344	561	28,905
Okanogan	42	0	42
Pacific	14,839	8,163	23,002
Pierce	8,880	3,339	12,219
Skagit	86,146	2	86,148
Skamania	37,917	4,461	42,378
Snohomish	62,480	1,681	64,161
Stevens	160	41	201
Thurston	20,019	23,531	43,550
Wahkiakum	12,405	0	12,405
Whatcom	29,241	996	30,237
Total Acres	538,918	79,384	618,302

CLALLAM COUNTY

Table 2: STATE FORESTLANDS -TIMBER SALES UNDER CONTRACT

					(NOTE: 30 month)															
LUMP SUM SALES					2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	
Contract #	Estimated total sale value to be distributed to the County*	Total Sale Distributions to the County through 9/30/2022	Estimated Remaining Value to be Distributed to the County	Contract End Date																
Willey Ridge VRH VDT	98103	59,251.50		59,251.50	10/31/2024															
Boulderdash	98722	386,278.20	386,278.20		10/31/2022															
Whiskey Creek Limit	99241	1,388,736.95	346,516.12	1,037,220.83	10/31/2022															
South Chicago	99255	1,141,938.00	849,773.30	292,164.70	10/31/2022															
Flutterby	99655	569,157.19	341,801.13	227,356.06	12/31/2022															
Kings Silver	100646	849,960.75	765,905.01	84,055.74	10/31/2022															
Good Golly	100647	136,643.64	92,451.62	44,192.02	10/15/2022															
Salty View	100653	1,522,607.10	299,711.62	1,222,895.48	10/31/2023															
Solducking	100655	386,749.70	269,985.36	116,764.34	10/31/2023															
Shu Tye	100656	65,628.00	45,419.81	20,208.19	10/31/2022															
For What It's Worth	100852	197,116.75	134,512.98	62,603.77	10/31/2022															
Homeward	101114	754,403.48	754,403.47	0.01	10/31/2022															
Overunder	102019	800,345.25	477,781.12	322,564.13	10/31/2023															
Black Diamond	102024	1,837,045.11		1,837,045.11	10/31/2023															
Tyee Ridge	102262	765,236.01		765,236.01	9/04/2024															
Outfield	102802	1,363,114.50		1,363,114.50	10/31/2024															
Striped Fly	102915	86,250.00		86,250.00	10/31/2022															
Rio	103161	679,117.26		679,117.26	10/31/2024															
Dry Fire	103791	4,339.02		4,339.02	10/31/2023															
Total		12,988,918.40		8,224,378.66																
SCALE SALES																				
Contract #	Estimated total sale value to be distributed to the County*	Total Sale Distributions to the County through 9/30/2022	Estimated Remaining Value to be Distributed to the County	Contract End Date																
Center 21 Thinning	100662	220,163.54	10,969.61	209,193.93	10/31/2025															
Trees a Crowd VDT	102250	457,400.62		457,400.62	10/31/2025															
Total		677,564.16		666,594.55																
SORT SALES																				
Contract #	Estimated total sale value to be distributed to the County*	Total Sale Distributions to the County through 9/30/2022	Estimated Remaining Value to be Distributed to the County	Harvest Contract End Date																
Total																				
Net Estimated Remaining Value of State Forestland Timber Under Contract					8,890,979.21															

- 1-LUMP SUM SALES Purchaser bids a fixed total sale value. Distributions occur throughout the contract as timber is harvested and invoiced. Contract can be extended.
- 2-SCALE SALES Purchaser bids a fixed price per thousand board feet for the biddable species; prices for all other species are set by DNR prior to auction. The total value for scale sales are estimates only, actual value will depend upon the amount of timber volume harvested by species. Distributions occur throughout the contract as timber is harvested and invoiced. Contract can be extended.
- 3-SORT SALES 1) Contractor hired by DNR harvests timber, delivers logs to individual purchasers of log sorts, and the harvester is paid for those services from the gross proceeds. Purchaser bids a delivered log value, per thousand board feet. The net value (after payment of harvesting costs) are estimates only until the project is completed. Actual net value will depend upon the amount of timber volume harvested by sort. 2) Distribution occurs once all operations are completed and the sale revenues and expenditures have been audited. Partial distributions may occasionally occur to provide revenue for the beneficiaries, or to meet the statutory requirement to maintain less than \$5 million in the Contract Harvest Revolving Fund at the end of each calendar year under RCW 79.15.520. 3) Contracts can be extended.

Estimated Distribution Window	SORTS Contract End Date
-------------------------------	-------------------------

If you are interested in more information related to state trust land distribution, please contact:
mona.griswold@dnr.wa.gov 360-374-2800

NOTE: This table shows revenue from timber only, it does not include non-timber revenue.
 * This revenue is distributed by the county in accordance with RCW 79.64.110

SALES CURRENTLY UNDER CONTRACT.																											
SALE NAME	CONTRACT NO.	SALE DATE	EXP. DATE	Total Volume	TOTAL VALUE	% COUNTY	Total Value to County	TAX DIST.		2018 TRANSFERS	2019 TRANSFERS	2020 TRANSFERS	2021 TRANSFERS		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		PROJECTED 4TH QUARTER	Yearly Total Wired	SALE TOTAL WIRE TO COUNTY	2023 under contract	
															Projected	Wired to County	Projected	Wired to County	Projected	Wired to County	Projected	Wired to County					
AGATE BAY CT	C3000096309	6/13/2018	CLOSED	4,550	\$898,829	45.16%	\$304,433	153-100%		\$29,147	\$10,176	\$34,194	\$220,725		\$0	\$95	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$145	\$294,387	CLOSED	
PLEASANT PUSH	C3000096665	5/23/2018	CLOSED	6,042	\$2,131,406	71%	\$1,134,974	101- 15.55%		\$17,210	\$0	\$159,230	\$0		\$0	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65	\$176,505	CLOSED	
								102- 84.45%		\$93,464	\$0	\$864,761	\$0		\$0	\$351	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351	\$958,576	CLOSED	
PARK LINE	C3000097443	1/30/2019	CLOSED	3,373	\$602,200	0.86%	\$3,884	503-100%		N/A	\$3,021	\$863	\$1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	CLOSED	
BOULDER DASH	C3000098722	8/28/2019	CLOSED	7202	\$924,000	55.74%	\$386,278	502-100%		N/A	N/A	\$21,416	\$331,474		\$0	\$0	\$0	\$0	\$33,388	\$33,389	\$0	\$0	\$0	\$33,389	\$386,279	\$0	
FOOT TRAIL	C3000097642	3/25/2020	CLOSED	6472	\$1,734,478	97.93%	\$1,273,931	101-100%		N/A	N/A	\$0	\$838,958		\$0	\$435,428	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$435,428	\$1,274,386	\$0	
LOWE SPRUCE	C3000091527	5/27/2020	CLOSED	3650	\$881,233.50	94.29%	\$623,186	502-100%		N/A	N/A	\$422,954	\$205,955		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$628,909	\$0	
KINGS SILVER	C3000100646	10/28/2020	CLOSED	3094	\$1,133,281	100.00%	\$849,961	202-100%		N/A	N/A	\$0	\$0		\$0	\$340,890	\$425,000	\$425,015	\$0	\$0	\$0	\$84,056	\$0	\$849,961	\$849,961	CLOSED	
								502-5%		N/A	N/A	\$0	\$34,119		\$0	\$0	\$0	\$0	\$0	\$3,600	\$0	\$0	\$0	\$3,600	\$37,719		
HOMEWARD	C3000101114	12/16/2020	CLOSED	4527	\$1,267,000	79.39%	\$754,403	506-95%		N/A	N/A	\$0	\$648,285		\$0	\$0	\$0	\$0	\$0	\$68,399	\$0	\$0	\$0	\$68,399	\$716,684	CLOSED	
								202-75%		N/A	N/A	N/A	\$80,864		\$0	\$0	\$0	\$14,907	\$0	\$164	\$0	\$0	\$0	\$15,071	\$95,935		
TEXAS SHOWDOWN SORTS	VARIOUS	2/24/2021	CLOSED	6055	\$2,667,956	6.13%	\$100,812	203-25%		N/A	N/A	N/A	\$26,955		\$0	\$0	\$0	\$4,969	\$0	\$55	\$0	\$0	\$0	\$0	\$15,024	\$31,979	CLOSED
								502-100%		N/A	N/A	N/A	\$142,127		\$0	\$83,491	\$23,232	\$23,232	\$0	\$0	\$0	\$0	\$0	\$0	\$106,723	\$248,850	CLOSED
TOMAUDER	C3000100885	3/24/2021	CLOSED	1853	\$331,800	100.00%	\$248,850	503-100%		N/A	N/A	N/A	\$1,007,712		\$0	\$5,161	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,161	\$1,012,873	CLOSED
CLARK FLATS	C3000100651	5/26/2021	CLOSED	5645	\$1,718,846	78.57%	\$1,012,873	502-100%		N/A	N/A	N/A	\$547,771		\$0	\$51,538	\$82,686	\$82,686	\$0	\$0	\$0	\$0	\$0	\$0	\$134,225	\$681,996	CLOSED
GOLLY G	C300100648	5/26/2021	CLOSED	2862	\$909,328	100.00%	\$681,996	302-100%		N/A	N/A	N/A	N/A		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,252	
WILEY RIDGE	C3000098103	4/28/2021	10/31/2024	8797	\$630,000	12.54%	\$59,252	502-100%		N/A	N/A	\$1,088	\$66,244		\$0	\$55,508	\$26,000	\$26,121	\$39,619	\$34							

All revenue figures are for calendar years, and already have DNR management fees deducted.

		1-3 QTR
All Revenue:		\$5,642,453.35
Non-timber:		\$344,509.00
	Com. Sites	\$293,372.00
	ROW/RUP	\$25,694.00
	LEASES	\$13,360.00
	SPECIAL FOREST PROD.	\$12,083.00
Timber:		\$5,297,944.35