



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, November 9, 2021 – 9:00 a.m.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

This meeting can be viewed on a live stream at this link:
<http://www.clallam.net/features/meetings.html>

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

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT – Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA – Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of November 1

Approval of vouchers 

- 1b. Approval of minutes for the week of November 1

Approval of minutes 

- 1c. Letter of Support for Sequim Valley Airport for Clallam County PUD

Letter of support 

- 1d. Letter of Support for Sequim Valley Airport for Department of Commerce

Letter of support 

- 1e. Letter of Support for a County representative for Continuum of Care Balance of State Steering Committee

Letter of support 

- 1f. Proclamation Recognizing November 11 at Veterans' Day

Proclamation 

- 1g. Recognizing Keith Wills for over 18 years of service to Clallam County

Certificate - Wills 

- 1h. Recognizing Gary Gort for over 17 years of service to Clallam County

Certificate - Gort 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Contract amendment A with the Port Angeles School District for mental health school support services

Contract amendment A 

- 2b. Contract with Washington State Department of Commerce for American Rescue Plan Act (ARPA) for Clallam County Marine Transport

Contract 

- 2c. Agreement with McCrorie Carpet One for the Carpet Replacement – Superior Court II Courtroom & Hallway Project

Agreement 

ADMINISTRATION

- 3a. Call for hearing to be held Tuesday, November 23, 2021 at 10:30 a.m. regarding a proposed Clallam County Ordinance titled Farm Waste Line Facility Franchise

Call for hearing 

- 3b. Resolution reappointing Steve Gray to the Tails Advisory Committee

Resolution 

- 3c. Resolution appointing Jennifer Garcelon to the Permit Advisory Board

Resolution 

BUDGET

- 4a. Notice of hearing to be held on Tuesday, November 30, 2021 at 10:30 a.m. regarding Resolutions on proposed levies for the General Purpose Property Tax, Road Fund Property Tax and Conservation Futures Property Tax

Notice of hearing 

- 4b. Notice of hearing to be held on Tuesday, December 7, 2021 at 10:30 a.m. and 5 p.m. regarding a Resolution adopting the 2022 Clallam County Budget

Notice of hearing 

PUBLIC COMMENT – Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners November 8 - 12:

Monday, November 8:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual COVID Update

Tuesday, November 9:

10:00 a.m. Board Meeting

3:30 p.m. Timber County Caucus Meeting

6:00 p.m. Road Show - TIP Presentation

Thursday, November 11:

Veterans' Day - Courthouse closed

Friday, November 12:

10:00 a.m. Emergency Management COVID Briefing

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

Note: 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.



1a
11/9/21

Date of report: November 3, 2021

General	\$104,643.62
Other	\$896,258.31
Total	\$1,000,901.93

STATE OF WASHINGTON)
)
County of Clallam)

This is to certify that the foregoing Final Check Lists a.k.a., Register of Warrants for the period herein indicated, is a full, true, and correct representation of the corresponding payments for services rendered to and supplies and equipment received by all Clallam County government operations as recorded in the books or original entry maintained by this office.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF ____ 2021.

SHOONA RIGGS COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the services and merchandise herein specified have been received and that the claims listed and numbered above are hereby approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

November 1 - 5, 2021

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	892.69			
00100.221	Auditor	935.81			
19914.291	Commissioners - Veterans Relief		3,321.00		
00100.871	District Court I	179.64			
11301.511	Health & Human Services (HHS)		10,252.23		
00100.511	HHS - Environmental Health	812.32			
11322.511	HHS - Homeless Task Force		16,296.77		
11323.511	HHS - Chem Dep/Mental Hlth		116,505.40		
11324.511	HHS - Affordable Housing		4,628.77		
11331.511	HHS - Developmental Disabilities		95,999.59		
00100.461	Human Resources (HR)	2,502.00			
50401.461	HR - Risk Management		16,681.05		136.66
50501.461	HR - Workers Compensation		768.34		
00100.851	Juvenile Services	3,901.18			
00100.911/912	Parks Fair Facilities (PFF)	19,939.99			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		53,236.45		298.01
	Public Works (PW)				
10101.611	PW - Roads		330,953.57		
41401.611	PW - Clallam/Seki Sewer		9,499.75		
42401.611	PW - Carlsborg Sewer		763.18		
43401.611	PW - Bullman Beach Water System		468.38		
50301.611	PW - ER&R (Equip't Rental & Revolving)		196,633.45		
00100.811-815,817	Sheriff	12,517.19			
00100.816	Sheriff - Jail Medical	6,448.26			
11004.811	Sheriff - VRF Boating Program		311.50		
11008.811	Sheriff - OPNET Drug		36.84		
11065.811	Sheriff - OPSCAN Operations		309.59		
11080.811	Sheriff - Inmate Commissary		65.11		5.27
00100.861	Superior Court	19,430.35			
00100.891	Superior Court Clerk	33,696.02			
00100.231	Treasurer	3,277.60			
12201.231	Treasurer - O&M (Operation & Maintenance)		39,087.40		
00100.931	WSU Extension	110.57			
Total		104,643.62	895,818.37	-	439.94

Report Reconciliation		Totals			
Total	1,000,461.99	General Fund	104,643.62		
Final Check Lists	1,000,461.99	Other	896,258.31		
Difference	-	Total	1,000,901.93	Use Tax	439.94

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
11/1/2021	CARDIAC LIFE PRODUCTS INC	133663	tsulleng	1,552.95	136.66	1,552.95
11/1/2021	SWANSONS SERVICES CORP.	1510923	jkoon	59.84	5.27	59.84
11/9/2021	DETENTION DEVICE SYSTEMS	39861	mearley	3,386.47	298.01	3,386.47
Totals:				4,999.26	439.94	4,999.26

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0002433	KUSS, LORRIE	AT REIMB LK	10/26/2021	REIMBURSE ADVANCED TRA	132.03	132.03
11/9/2021	0004681	RUSHTON, PAMELA	PR AT REIMB	10/26/2021	REIMBURSEMENT FOR ADVA	37.50	37.50
11/9/2021	0017931	RAEMER, RUTH	RR PROCTOR 1	10/26/2021	PROCTOR FOR APPRAISAL E	25.00	25.00
11/9/2021	0035706	KREIDER, KERRY	KK ONLINE 10-2	10/26/2021	ONLINE COURSES FOR KARI	662.16	
			KK 57 CARWAS	10/26/2021	CARWASH #57 KARRY	18.00	680.16
11/9/2021	0038707	WITSCHGER, BRIDGET	BW 55 CARWAS	10/26/2021	CARWASH #A55	18.00	18.00
Sub total for U S BANK:							892.69

0.00
1,000,461.99*
0.00
3,321.00+
42,365.00+
19,430.35+
608.36+
33,087.66+
6,448.26+
13,240.23+
10,731.31+
330,953.57+
196,633.45+
73,176.44+
3,901.18+
19,951.39+
244,495.08+
179.64+
935.81+
892.69+
0.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0000546	EXPRESS SERVICES, INC	26194818	10/19/2021	NICOLE MISCHKE	631.87	631.87
11/9/2021	0041361	CAIN, DANIEL	Cain 10-28-21	10/28/2021	EMPTYING EAST END DROP	18.14	18.14
11/9/2021	0042751	COCHNAUER, AME	Cochnauer 10-2	10/21/2021	EMPTYING EAST END DROP	18.14	
			Cochnauer 10-2	10/25/2021	EMPTYING EAST END DROP	18.14	
			Cochnauer 10-2	10/27/2021	EMPTYING EAST END DROP	18.14	54.42
11/9/2021	0043168	CAIN, DEBORAH	Cain 10-22-21	10/22/2021	EMPTYING EAST END DROP	18.14	
			Cain 10-26-21	10/26/2021	EMPTYING EAST END DROP	18.14	36.28
11/9/2021	0044251	FANE, ALEX	Fane 10-21-21	10/21/2021	EMPTYING WEST END DROP	97.55	
			Fane 10-26-21	10/26/2021	EMPTYING WEST END DROP	97.55	195.10
Sub total for U S BANK:							935.81

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Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	11/9/2021	0001697	WA ST CRIMINAL JUSTICE	201135655	10/14/2021 ELIZABETH HANSEN - CRIMIN	106.00	106.00
	11/9/2021	0020961	REED MACS	1385	10/25/2021 REEDMACS - 2022 YEAR LAB	73.64	73.64
Sub total for U S BANK:							179.64

Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0001002	MILLIPORE CORP	9986794	8/9/2021	WQ-LAB SUPPLIES-MILLIPAK	763.36	
			10018475	9/1/2021	WQ-LAB SUPPLIES-FREIGHT	48.96	812.32
11/9/2021	0000546	EXPRESS SERVICES, INC	26160194	10/13/2021	HOPS - TEMP PERSONNEL - I	2,394.36	
			26194815	10/19/2021	HOPS - TEMP PERSONNEL - I	2,325.89	4,720.25
11/9/2021	0005367	QUALITY INN UPTOWN INN	1616985	9/27/2021	HOPS - SOCIAL DISTANCING	1,890.22	
			1608285	9/18/2021	HOPS - SOCIAL DISTANCING	1,430.41	
			1639562	10/20/2021	HOPS - SOCIAL DISTANCING	657.03	
			1606504	9/17/2021	HOPS - SOCIAL DISTANCING	571.72	
			1636284	10/16/2021	HOPS - SOCIAL DISTANCING	460.92	
			1616986	9/27/2021	HOPS - SOCIAL DISTANCING	428.79	5,439.09
11/9/2021	0001508	STERICYCLE, INC	3005746822	10/11/2021	HOPS - SYRINGE RECYCLE	92.89	92.89
11/9/2021	0000224	BOYS & GIRLS CLUB OF OLYM	11322-21-BGCO	10/14/2021	HTF - LIFE SKILLS TRAINING	2,886.61	
			11322-21-BGCO	9/29/2021	HTF - LIFE SKILLS TRAINING	224.40	3,111.01
11/9/2021	0000396	CONCERNED CITIZENS	11322-21-CC 9-2	10/7/2021	HTF - A FOOT FORWARD - SM	3,670.47	3,670.47
11/9/2021	0000723	HEALTHY FAMILIES OF CLALL	11322-21-HFCC	10/12/2021	HTF - SAFELY HOME PROJEC	3,768.37	3,768.37
11/9/2021	0025990	NONDEPARTMENTAL, CLALLA	21MB012-4	10/18/2021	HTF - 3RD QUARTER POSTAC	10.16	10.16
11/9/2021	0032029	NORTH OLYMPIC REGIONAL,	11322-21-NORV	10/8/2021	HTF - SARGE'S PLACE - JULY	3,528.00	3,528.00
11/9/2021	0001127	OLYMPIC COMMUNITY ACTIO	11322-21-OLYC	10/19/2021	HTF - SEQUIM WARMING CEI	449.52	449.52
11/9/2021	0026762	THE ANSWER FOR YOUTH	11322-21-BTG 9	10/18/2021	HTF - BRIDGING THE GAP 10	1,759.24	1,759.24
11/9/2021	0000353	CLALLAM COUNTY DEPT OF,	3rdQ2021	10/5/2021	CD/MH - HARGROVE SERVIC	56,650.00	56,650.00
11/9/2021	0001509	CORDANT HEALTH SOLUTION	TC-9901210930	9/30/2021	CD/MH - DRUG COURT - SEP	203.37	203.37
11/9/2021	0000577	FIRST STEP FAMILY SUPPOR	11323-21-FSFS	10/18/2021	CD/MH - PARENTS AS TEACH	12,704.70	12,704.70
11/9/2021	0021279	KITSAP COUNTY HEALTH DIS	KPHD 10-12-21	10/12/2021	CD/MH - CD/MH SERVICES - S	660.00	660.00
11/9/2021	0000938	LUTHERAN COMMUNITY SER	11323-21-LCSN	10/12/2021	CD/MH - CHILD CHECK - AUG	4,369.65	4,369.65
11/9/2021	0025990	NONDEPARTMENTAL, CLALLA	21MB012-3	10/18/2021	CD/MH - Q3 2021 POSTAGE	10.29	10.29
11/9/2021	0015513	OLYMPIC PENINSULA COMM	11323-21-OPCC	10/11/2021	CD/MH - EARLY INTERVENTIC	12,249.60	
			11323-21-OPCC	10/11/2021	CD/MH - CASE MANAGEMEN	8,940.26	
			11323-21-OPCC	10/11/2021	CD/MH - COMMUNITY PARAM	8,529.54	29,719.40
11/9/2021	0001139	OLYMPIC PERSONAL GROWTH	11323-21-OPGC	10/14/2021	CD/MH - FILLING THE GAP - A	440.00	440.00
11/9/2021	0001209	PENINSULA BEHAVIORAL HEA	11323-21-PBH-L	9/30/2021	CD/MH - ACCESS TO BH SER	7,604.46	7,604.46
11/9/2021	0030719	REFLECTIONS COUNSELING,	11323-21-RCSG	10/16/2021	CD/MH - SUBSTANCE USE DI	2,312.28	2,312.28
11/9/2021	0001763	WEST END OUTREACH	11323-21-WEO	10/7/2021	CD/MH - BEHAVIORAL HEALT	1,831.25	1,831.25
11/9/2021	0000723	HEALTHY FAMILIES OF CLALL	11324-21-HFCC	10/12/2021	AH - EMERGENCY HOUSING	2,967.25	2,967.25

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0032029	NORTH OLYMPIC REGIONAL,	11324-21-NORV	10/14/2021	AH - SARGE'S PLACE AND CA	847.31	
			11324-21-NORV	10/14/2021	AH - SARGE'S PLACE AND CA	814.21	1,661.52
11/9/2021	0000396	CONCERNED CITIZENS	STATE-09/21	10/22/2021	DDD-SEPTEMBER 2021 STAT	25,278.75	25,278.75
11/9/2021	0001017	MORNINGSIDE INC	STATE-09/21	10/25/2021	DDD-SEPTEMBER 2021 STAT	38,583.00	38,583.00
11/9/2021	0017530	PIERCE JONES & ASSOCIATE	STATE-09/21	10/22/2021	DDD-SEPTEMBER 2021 STAT	31,983.00	31,983.00
11/9/2021	0028699	SOUND PUBLISHING INC	PDN938782	9/26/2021	DDD-2022 RFP ADVERTISING	154.84	154.84
Sub total for U S BANK:							244,495.08

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Final Check List
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	11/9/2021	0001179	PACIFIC OFFICE EQUIPMENT 1089225	10/27/2021	INVOICE 1089225	384.17	
			1089224	10/27/2021	INVOICE 1089224	384.17	768.34
	11/9/2021	0001297	PUBLIC SAFETY TESTING INC2021-578	10/27/2021	INVOICE 2021-578	794.00	794.00
	11/9/2021	0037692	SEBRIS BUSTO JAMES 75736	10/27/2021	INVOICE 75736	1,708.00	1,708.00
	11/9/2021	0039634	CARDIAC LIFE PRODUCTS IN133663	10/27/2021	INV 133663 CAMP DAVID AED	1,552.95	1,552.95
	11/9/2021	0042558	NEOGOV 24014	10/27/2021	INVOICE 24014	15,128.10	15,128.10
Sub total for U S BANK:							19,951.39

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Final Check List
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0000363	CLALLAM COUNTY SHERIFF	C21-045	10/13/2021	DET MEALS	501.80	501.80
11/9/2021	0000368	CLALLAM PUBLIC DEFENDER	100821CPD	10/8/2021	PRO SVCS-DIV	20.00	20.00
11/9/2021	0000371	CLALLAM TRANSIT SYSTEM	2021-J10	10/31/2021	PRO SVCS	36.00	36.00
11/9/2021	0000672	GOOD SOURCE	SI0532256	10/12/2021	DET FOOD	364.00	364.00
11/9/2021	0001113	OFFICE DEPOT, INC	205828208001	10/20/2021	OFFICE SUPPLIES	104.62	
			205857963001	10/20/2021	OFFICE SUPPLIES	12.14	
			20585796001	10/20/2021	OFFICE SUPPLIES	2.54	119.30
11/9/2021	0001547	SYSCO FOOD SERVICES OF	355914900	10/27/2021	DET FOOD	231.66	231.66
11/9/2021	0017787	DAIRY FRESH FARMS INC	8182130009	10/27/2021	DET FOOD	59.77	
			8182129311	10/20/2021	DET FOOD	32.41	92.18
11/9/2021	0041147	AMERIGAS PROPANE LP	3127295774	9/30/2021	UTILITIES	1,243.92	
			3127789872	10/15/2021	UTILITIES	1,180.74	2,424.66
11/9/2021	0041537	MCKESSON MEDICAL-SURGI	18622609	10/6/2021	DET SUPPLIES-CR	111.58	111.58
Sub total for U S BANK:							3,901.18

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Final Check List
CLALLAM COUNTY

Parks Fair Facilities Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0000034	AIR FLO HEATING CO	51397674	10/28/2021	SC FURNACE MAINTENANCE	544.67	544.67
11/9/2021	0000360	CLALLAM COUNTY ER&R	2021.243e	10/28/2021	PFF Q3 ERR	13,184.22	13,184.22
11/9/2021	0000546	EXPRESS SERVICES, INC	26194809	10/28/2021	CH COVID WK END 10/17/21	3,638.43	3,638.43
11/9/2021	0000561	FERGUSON ENTERPRISES IN	9857772	10/28/2021	FG CONTROL CIRCUIT BOAR	332.35	
			9860799	10/28/2021	CH SIPHON	67.80	
			9852432	10/28/2021	SC SEWER LID	15.15	415.30
11/9/2021	0000677	GRAINGER INC	9098433593	10/28/2021	CH COVID CONFIGURATION	57.63	57.63
11/9/2021	0001179	PACIFIC OFFICE EQUIPMENT	1084435	10/28/2021	ADM COPIER SERVICE	163.47	163.47
11/9/2021	0001540	SWAIN'S GENERAL STORE IN	292248	10/28/2021	SC SANITATION SUPPLIES	65.21	
			292459	10/28/2021	CH MISCELLANEOUS PLUMB	49.23	
			292258	10/28/2021	SMPK ARMORALL PROTECTA	7.04	121.48
11/9/2021	0001576	THURMAN SUPPLY	777715	10/28/2021	SMPK FRED ORR BALL SEPT	100.10	
			778915	10/28/2021	CH LIGHT PANELS	41.82	141.92
11/9/2021	0041147	AMERIGAS PROPANE LP	3128172863	10/28/2021	CDJ PROPANE	556.07	556.07
11/9/2021	0041295	C & C TIMBER INC	10180	10/28/2021	SC 320 BUNDLES FIREWOOD	1,116.80	1,116.80
11/9/2021	0041602	DETENTION DEVICE SYSTEM	39861	10/28/2021	2008FAC TRACKSET FOR JAI	3,386.47	3,386.47
11/9/2021	0045750	JUSTICE SYSTEMS CORPOR	21120-01	10/28/2021	2011FAC JAIL CONTROL BOA	49,849.98	49,849.98
Sub total for U S BANK:							73,176.44

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0000592	FORKS AUTO ELECTRIC	758833	10/18/2021	MT51 battery - LC 1700	149.68	149.68
11/9/2021	0000594	DECKER CITY HARDWARE, TI	675234	10/19/2021	Propane - WE 831	13.80	13.80
11/9/2021	0000599	FORKS OUTFITTERS	27OCT2021	10/27/2021	Battery photo 3v cr - LC	9.75	9.75
11/9/2021	0000810	JERRYS SMALL ENGINES	51751	10/18/2021	Air filter - LC 738	42.15	
			51913	10/27/2021	Air filter, spark plugs - LC 1700	27.05	69.20
11/9/2021	0000841	KAMAN IND TECHNOLOGIES	U342249	10/18/2021	Flange Unit - PA Stores	111.78	111.78
11/9/2021	0000848	PAPE KENWORTH NORTHWE	10903632	10/26/2021	Oil pan, gasket, etc. - PA 207	1,091.99	
			10898297	10/22/2021	Seal-O Ring - PA 207	9.85	1,101.84
11/9/2021	0001187	PAPE MACHINERY INC	13116325	10/21/2021	45 degree ads - PA 451	85.38	85.38
11/9/2021	0001255	PRICE FORD LINCOLN MERCI	5040582	10/20/2021	Lamp asy, bracket, bumper - P/	350.01	
			5040610	10/21/2021	Oil, engine - PA 181	235.40	
			5040581	10/20/2021	Reflector Asys - PA S335	41.61	627.02
11/9/2021	0001300	PUBLIC UTILITY DISTRICT	9896/10252021	10/25/2021	Electric util.chgs, 160 Grant Rd.	479.11	
			21685/10202021	10/20/2021	Electric utility charges-51 Bedro	434.87	
			109032/1025202	10/25/2021	Electric utility charges - G.Pit R	47.33	961.31
11/9/2021	0001307	PULLTARPS MFG	PT236084-1	10/27/2021	Dup asphalt tarp from 173706 -	333.91	333.91
11/9/2021	0001364	CLALLAM CO RISK MANAGEN	2NDHALF2021E	10/28/2021	2nd Half 2021 ERR	173,480.48	173,480.48
11/9/2021	0001405	LES SCHWAB TIRE CENTERS	38000686540	10/26/2021	Highway tubeless tires - PA 803	689.31	
			38000686683	10/27/2021	Tire tubes - PA 617	86.78	776.09
11/9/2021	0001463	SNAP-ON TOOLS	1013212392	10/13/2021	3/8" impact M18,s.glass inf,bits-	271.95	
			928211889	9/28/2021	12VDC & 24V circuit testers - L	265.83	
			81721472	8/17/2021	Mini flood light/project light - LC	186.19	
			1020212621	10/20/2021	1/2" angle gringer repair - PA	157.76	
			1012212341	10/12/2021	7 pc bit mini rat hnd set - LC 20	80.83	962.56
11/9/2021	0001551	TACOMA SCREW PRODUCTS	100047771-00	10/14/2021	Brake/parts cleaner, WD-40, ba	694.31	
			140023994-00	10/14/2021	Brake/parts cleaner, WD-40, ba	694.31	
			140024374-00	10/19/2021	Th.rods, hex nuts, washers, pin	468.96	1,857.58
11/9/2021	0001781	WHITEHEADS AUTO PARTS	11208957	10/20/2021	Grease gun 20-SMTOOL	441.45	
			209252	10/25/2021	Wiper blades,blister pk capsule	60.76	
			209359	10/26/2021	Oil filters - LC Stores	17.86	520.07
11/9/2021	0004211	CENTURYLINK	0420753B/10162	10/16/2021	Phone services - ER&R 20-FIC	309.45	309.45
11/9/2021	0004448	DAREN'S POINT S TIRE & AUT	86298	10/28/2021	Mount and balance - PA 180	130.23	130.23

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CLALLAM COUNTY

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0017663	ARAMARK UNIFORM SVCS IN	512000168754	10/19/2021	Laundry services - PA	34.74	
			512000170813	10/21/2021	Laundry services - SQ	16.32	
			512000173519	10/26/2021	Laundry services - PA	16.32	
			512000176305	10/28/2021	Laundry services - SQ	16.32	
			512000170751	10/21/2021	Laundry services - WE	16.28	
			512000176286	10/28/2021	Laundry services - WE	16.28	116.26
11/9/2021	0022435	RACE STREET AUTO PARTS	558607	10/20/2021	Em. Serv. rotors, brake pad - P,	264.78	
			559531-2	10/27/2021	Switch-misc - PA 112	67.19	
			559285	10/25/2021	Disc pads - PA 161	30.45	
			559531	10/26/2021	Air & oil filters - PA S338	25.23	
			559009	10/22/2021	Stoplight switch - 21.20	23.07	
			559092	10/22/2021	Fuses - PA 62	6.75	417.47
11/9/2021	0025256	FIRE CHIEF EQUIPMENT CO.,	904007	10/28/2021	Fire extinguishers - PA Stores	212.16	212.16
11/9/2021	0025990	NONDEPARTMENTAL, CLALLA	21MB011, 50301	1/21/2021	Postage - 3rd Qtr 2021 - ER&R	85.56	85.56
11/9/2021	0040272	MATT'S TOOLS USA LLC	121647	10/26/2021	Black paint markers - PA	131.93	131.93
11/9/2021	0043469	PETROCARD	429059-IN	10/18/2021	Unleaded fuel purchase - CH	7,217.33	
			427691-IN	9/30/2021	Unleaded fuel purchase - LC	3,170.47	
			427106-IN	9/24/2021	Unleaded fuel purchase - CH	2,391.34	
			427941-IN	10/4/2021	Bulk oil, 5w30 - PA	745.17	
			429425-IN	11/10/2021	FR 4210D 20 GPM system - LC	579.72	
			429078-IN	11/10/2021	Fill Cap Pres/Vacuum 50 - LC 1	33.28	14,137.31
11/9/2021	0044305	HARBOR FREIGHT TOOLS	10061422	10/6/2021	23" steel tool box - CCSO 20-E	32.63	32.63
Sub total for U S BANK:							196,633.45

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Public Works Roads

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0000114	ARROW SEPTIC PUMPING SECC0921		9/23/2021	DPRA PUMPING	2,278.50	2,278.50
11/9/2021	0000331	CLALLAM COUNTY AUDITOR 21-136311		10/25/2021	SURVEY - DAWLEY SLUMP	287.50	287.50
11/9/2021	0000335	CLALLAM COUNTY DEPT OF, 2022-27TIP SEP		10/30/2021	SEPA PROCESSING FEE FOR	400.00	400.00
11/9/2021	0000546	EXPRESS SERVICES, INC 26194808-10101		10/19/2021	10/11/21~10/17/21 ROADS	4,460.50	4,460.50
11/9/2021	0000709	HARBOR SAW & SUPPLY 678830		10/28/2021	MAINTENANCE SUPPLIES - L	165.32	165.32
11/9/2021	0000885	LAKESIDE INDUSTRIES, INC 1777767		10/16/2021	MAINTENANCE SUPPLIES - P	371.51	
		178466		10/23/2021	MAINTENANCE SUPPLIES - P	139.83	511.34
11/9/2021	0000917	LINCOLN INDUSTRIAL CORP 10159855		10/20/2021	MAINTENANCE SUPPLIES - P	26.11	26.11
11/9/2021	0001300	PUBLIC UTILITY DISTRICT 110606-101821		10/18/2021	09/14/21~10/14/21 SCENIC OV	107.18	107.18
11/9/2021	0001364	CLALLAM CO RISK MANAGEM2021RISK2ND R		11/1/2021	2021 RISK INSURANCE 2ND F	315,306.48	315,306.48
11/9/2021	0001540	SWAIN'S GENERAL STORE IN292441		10/26/2021	ENVIRONMENTAL ENGR SUP	31.27	31.27
11/9/2021	0001551	TACOMA SCREW PRODUCTS 140024375-00		10/19/2021	MAINTENANCE SUPPLIES - P	570.39	
		100040069-01		10/18/2021	MAINTENANCE SUPPLIES - P	33.61	
		100040069-02		10/18/2021	MAINTENANCE SUPPLIES - P	33.61	637.61
11/9/2021	0001573	THOMAS BUILDING CENTER 130881998		10/8/2021	MAINTENANCE SUPPLIES - S	80.44	
		30880674		9/30/2021	MAINTENANCE SUPPLIES - S	10.22	90.66
11/9/2021	0001586	TRAFFIC SAFETY SUPPLY COINV042367		9/22/2021	MAINTENANCE SUPPLIES - P	3,894.78	
		INV041172		8/18/2021	MAINTENANCE SUPPLIES - P	600.63	
		INV042500		9/27/2021	MAINTENANCE SUPPLIES - P	457.60	
		INV042455		9/24/2021	MAINTENANCE SUPPLIES - P	101.77	
		INV043060		10/13/2021	MAINTENANCE SUPPLIES - P	38.23	5,093.01
11/9/2021	0017663	ARAMARK UNIFORM SVCS IN512000168757		10/19/2021	LAUNDRY SERVICE - PA	16.32	
		512000173520		10/26/2021	LAUNDRY SERVICE - PA	16.32	
		512000170748		10/21/2021	LAUNDRY SERVICE - LC	16.27	
		512000170812		10/21/2021	LAUNDRY SERVICE - SQ	16.27	65.18
11/9/2021	0021386	STAPLES ADVANTAGE 3490232890		10/16/2021	SUPPLIES - OFFICE, ACCT	38.31	38.31
11/9/2021	0025990	NONDEPARTMENTAL, CLALLA21MB011-10101		10/18/2021	2021 Q3 POSTAGE	343.70	343.70
11/9/2021	0030069	GOOD2GO! 19679395		9/17/2021	BRIDGE TOLL - PA	7.00	7.00
11/9/2021	0044360	OSW EQUIPMENT AND REPAI515361		10/25/2021	MAINTENANCE SUPPLIES - P	1,103.90	1,103.90
Sub total for U S BANK:							330,953.57

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Final Check List
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Public Works

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0001364	CLALLAM CO RISK MANAGEN	2021RISK2ND4	10/31/2021	2021 RISK INSURANCE 2ND -	7,663.98	7,663.98
11/9/2021	0000546	EXPRESS SERVICES, INC	26194808-41401	10/19/2021	10/11/21~10/17/21 WWTP	213.03	213.03
11/9/2021	0025990	NONDEPARTMENTAL, CLALLA	21MB011-41401	10/18/2021	2021 Q3 POSTAGE	493.26	493.26
11/9/2021	0001300	PUBLIC UTILITY DISTRICT	23007-102121	10/21/2021	09/20/21~10/14/21 176 FRONT	651.19	
			22991-102121	10/21/2021	09/20/21~10/14/21 15180 HWY	167.36	
			23221-102121	10/21/2021	09/20/21~10/14/21 12901 HWY	159.67	
			23040-102121	10/21/2021	09/20/21~10/14/21 FRONT ST	151.26	1,129.48
11/9/2021	0004211	CENTURYLINK	4574719-101421	10/14/2021	360-457-4719 856B	76.31	76.31
11/9/2021	0025990	NONDEPARTMENTAL, CLALLA	21MB011-42401	10/31/2021	2021 Q3 POSTAGE - CARLSBI	165.83	165.83
11/9/2021	0001300	PUBLIC UTILITY DISTRICT	119587-101321	10/13/2021	09/10/21~10/08/21 971 CARLS	458.38	
			119586-102521	10/25/2021	09/17/21~10/20/21 1453 W WA	62.66	521.04
11/9/2021	0000546	EXPRESS SERVICES, INC	26194808-43401	10/19/2021	10/11/21~10/17/21 BBWA	372.68	372.68
11/9/2021	0025990	NONDEPARTMENTAL, CLALLA	21MB011-43401	10/31/2021	2021 Q3 POSTAGE	31.40	31.40
11/9/2021	0001300	PUBLIC UTILITY DISTRICT	24561-102121	10/21/2021	09/19/21~10/18/21 BULLMAN E	64.30	64.30
Sub total for U S BANK:							10,731.31

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0000403	COPY CAT GRAPHICS INC	16004	10/18/2021	REMOVAL & INSTALLATION O	2,473.80	2,473.80
11/9/2021	0000628	GALLS LLC	019463121	10/7/2021	UNIFORM - WENZL	155.58	
			019453736	10/6/2021	UNIFORM - KING	86.10	
			019453734	10/6/2021	UNIFORM - KING	15.22	256.90
11/9/2021	0001140	OLYMPIC PRINTERS INC	28830	10/19/2021	CASH RECEIPT BOOKS	879.10	879.10
11/9/2021	0001203	PEN PRINT INC	38895	10/22/2021	MODERNA COVID VACCINE F	544.00	544.00
11/9/2021	0001439	SHERIFFS ADVANCED TRAVE	5249	5/5/2021	DON KITCHEN	311.50	311.50
11/9/2021	0001543	SWANSONS SERVICES CORP	1510923	10/14/2021	INDIGENT PACKS	59.84	59.84
11/9/2021	0001641	VERIZON WIRELESS	9890741324	10/15/2021	CELL PHONE SERVICE	3,858.92	3,858.92
11/9/2021	0004211	CENTURYLINK	206-T01-0387-O	10/16/2021	DATA CONNECTION 10/16/21	215.37	
			360-457-9044-O	10/14/2021	TELEPHONE SERVICE 10/14/	66.03	
			360-457-2911-O	10/14/2021	TELEPHONE SERVICE 10/14/	63.66	
			206-Z14-0050-O	10/14/2021	TELEPHONE SERVICE 10/14/	63.42	408.48
11/9/2021	0016427	MCKESSON MEDICAL-SURGI	18661368	10/18/2021	DISPOSABLE NITRILE GLOVE	799.46	
			18661591	10/18/2021	DISPOSABLE NITRILE GLOVE	343.59	1,143.05
11/9/2021	0031772	WE PROMOTE YOU	41763697	8/16/2021	FLASH DRIVES	525.81	525.81
11/9/2021	0037042	OFFICE DEPOT	205068978001	10/15/2021	OFFICE SUPPLIES	199.56	
			205069027001	10/15/2021	OFFICE SUPPLIES	113.06	
			205700815001	10/20/2021	OFFICE SUPPLIES - JAIL	75.26	
			201305462001	9/27/2021	OFFICE SUPPLIES - JAIL	35.77	
			201305462003	10/18/2021	OFFICE SUPPLIES - JAIL	14.13	
			201305462002	10/6/2021	OFFICE SUPPLIES - JAIL	7.83	445.61
11/9/2021	0041605	HOME DEPOT PRO	646556993	10/12/2021	KITCHEN SUPPLIES	330.62	330.62
11/9/2021	0041618	CRANOR, GUY	100521	10/5/2021	TRAVEL - REDMOND	163.52	163.52
11/9/2021	0045803	KEITH'S FRAME OF MIND	1144	10/25/2021	COMMAND STAFF PORTRAIT	1,839.08	1,839.08
Sub total for U S BANK:							13,240.23

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Sheriff Jail Med

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11/9/2021	0001123	OLYMPIC AMBULANCE SERVICE	90PA-21091958	10/28/2021	INMATE MEDICAL	120.93	120.93
11/9/2021	0001136	OLYMPIC MEDICAL CENTER	OMC 10.28.21	10/28/2021	INMATE MEDICAL	5,911.89	5,911.89
11/9/2021	0004826	OLYMPIC MEDICAL PHYSICIAN	71227948830	10/28/2021	INMATE MEDICAL	69.51	
			71227921940	10/28/2021	INMATE MEDICAL	65.20	
			71227940350	10/28/2021	INMATE MEDICAL	41.00	
			71227960310	10/28/2021	INMATE MEDICAL	41.00	
			71227960320	10/28/2021	INMATE MEDICAL	24.21	
			71227869020	10/28/2021	INMATE MEDICAL	24.21	265.13
11/9/2021	0025115	RADIA INC PS	Z8KNGA3	10/28/2021	INMATE MEDICAL	31.63	
			Z8L1DVG	10/28/2021	INMATE MEDICAL	5.08	36.71
11/9/2021	0041537	MCKESSON MEDICAL-SURGICAL	18679957	10/22/2021	CLINIC SUPPLIES	62.76	
			18673607	10/20/2021	CLINIC SUPPLIES	40.16	
			18654684	10/15/2021	CLINIC SUPPLIES	10.68	113.60
Sub total for U S BANK:							6,448.26

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0045759	MCCAULEY, BRYAN D	95-1-00101-6	10/28/2021	BLAKE LFO REFUND	1,210.00	1,210.00
11/9/2021	0045760	STANARD, ROBERT 08757-08	97-1-00306-6	10/28/2021	BLAKE LFO REFUND	1,180.00	1,180.00
11/9/2021	0045761	RIVETT, RICK	99-1-00249-0	10/28/2021	BLAKE LFO REFUND	2,060.00	2,060.00
11/9/2021	0045762	HANKINS, BRIAN	01-1-00347-9	10/28/2021	BLAKE LFO REFUND	333.39	333.39
11/9/2021	0045763	DRUM, PATRICK DOC# 784285	02-1-00139-3	10/28/2021	BLAKE LFO REFUND	88.80	88.80
11/9/2021	0045764	HENDRICKS, CARLY JESS	04-1-00123-3	10/28/2021	BLAKE LFO REFUND	150.00	150.00
11/9/2021	0045765	EACRETT, ANTHONY	04-1-00363-5	10/28/2021	BLAKE LFO REFUND	750.00	
			05-1-00403-6	10/28/2021	BLAKE LFO REFUND	600.00	
			05-1-00629-2	10/28/2021	BLAKE LFO REFUND	595.00	1,945.00
11/9/2021	0045766	RAYMOND, RICHARD CHARLE	07-1-00365-6	10/28/2021	BLAKE LFO REFUND	25.00	25.00
11/9/2021	0045767	MCLEER, BRIAN PAUL	07-1-00573-0	10/28/2021	BLAKE LFO REFUND	590.00	590.00
11/9/2021	0045768	CAUDLE, SEAN	10-1-00242-1	10/28/2021	BLAKE LFO REFUND	2,100.00	2,100.00
11/9/2021	0045769	GALLAUHER, TREVER	10-1-00294-3	10/28/2021	BLAKE LFO REFUND	5.00	5.00
11/9/2021	0045770	OHLSON, JAMES D DOC #7371	12-1-00053-0	10/28/2021	BLAKE LFO REFUND	39.69	39.69
11/9/2021	0045771	HALLER, MARIE JOAN	13-1-00158-5	10/28/2021	BLAKE LFO REFUND	109.08	109.08
11/9/2021	0045772	BARCLAY, JESSE T	13-1-00290-5	10/28/2021	BLAKE LFO REFUND	247.21	247.21
11/9/2021	0045773	BENSON, ANDREW DOC #39116	1-1-00025-7	10/28/2021	BLAKE LFO REFUND	560.90	560.90
11/9/2021	0045774	WELKER, JONATHAN D DOC #16	1-1-00045-1	10/28/2021	BLAKE LFO REFUND	1,909.96	
			18-1-00052-05	10/28/2021	BLAKE LFO REFUND	1,900.00	3,809.96
11/9/2021	0045775	WITCZAK, MATTHEW	16-1-00559-3	10/28/2021	BLAKE LFO REFUND	370.00	370.00
11/9/2021	0045776	MONSON, JOHN ALYNN	19-1-00059-05	10/28/2021	BLAKE LFO REFUND	200.00	
			17-1-00084-1	10/28/2021	BLAKE LFO REFUND	50.00	250.00
11/9/2021	0045777	MASON, ALICE ANN	18-1-00360-05	10/28/2021	BLAKE LFO REFUND	40.00	40.00
11/9/2021	0045778	NIVALA, ALYSSA LEEANN	19-1-00313-05	10/28/2021	BLAKE LFO REFUND	700.00	700.00
11/9/2021	0045779	CAIN, ELLEN LINDSEY	19-1-00398-05	10/28/2021	BLAKE LFO REFUND	700.00	700.00
11/9/2021	0045780	LAUSCHE, REAGAN ALEXA	19-1-00539-05	10/28/2021	BLAKE LFO REFUND	325.00	325.00
11/9/2021	0045781	BOND, TYLER	20-1-00222-05	10/28/2021	BLAKE LFO REFUND	600.00	600.00
11/9/2021	0045782	ASCH, GEORGINA	96-1-00280-1	10/28/2021	BLAKE LFO REFUND	1,739.82	1,739.82
11/9/2021	0045783	BARNETT, CHRISTOPHER RA	11-1-00221-6	10/28/2021	BLAKE LFO REFUND	275.00	275.00
11/9/2021	0045784	SCHROEDER, SCOTT A JR DC	09-1-00379-2	10/28/2021	BLAKE LFO REFUND	25.00	25.00
11/9/2021	0045785	ROBINSON, JOHN P	14-1-00044-7	10/28/2021	BLAKE LFO REFUND	41.63	41.63
11/9/2021	0045786	ROBERTS, SARAH JEAN DOC 17	1-1-00378-5	10/28/2021	BLAKE LFO REFUND	100.52	100.52

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0045787	FRITZER, TRACI JO	07-1-00026-6	10/28/2021	BLAKE LFO REFUND	701.99	
			00-1-00109-5	10/28/2021	BLAKE LFO REFUND	650.00	
			09-1-00230-3	10/28/2021	BLAKE LFO REFUND	415.00	1,766.99
11/9/2021	0045788	HATCHARD, TIMOTHY	14-1-00333-1	10/28/2021	BLAKE LFO REFUND	20.00	
			15-1-00020-8	10/28/2021	BLAKE LFO REFUND	20.00	40.00
11/9/2021	0045789	JOHNSON, BRUCE D DOC #8502-1-00478-3	10/28/2021	BLAKE LFO REFUND	823.25	823.25	
11/9/2021	0045790	DAVIS, AARON LENARD	10-1-00435-1	10/28/2021	BLAKE LFO REFUND	266.29	266.29
11/9/2021	0045791	HUFF, KEVIN	05-1-00182-7	10/28/2021	BLAKE LFO REFUND	60.00	60.00
11/9/2021	0045792	PERSZYK, TODD DOC #3036206-1-00566-9	10/28/2021	BLAKE LFO REFUND	576.13	576.13	
11/9/2021	0045793	PARKER, THERON PHILLIP	95-1-00134-2	10/28/2021	BLAKE LFO REFUND	1,210.00	1,210.00
11/9/2021	0045794	WILLIAMS, MARK A DOC #77819-1-00005-05	10/28/2021	BLAKE LFO REFUND	600.00	600.00	
11/9/2021	0045795	TRAVERS, SAMANTHA GRACE	19-1-00330-05	10/28/2021	BLAKE LFO REFUND	240.00	240.00
11/9/2021	0045796	DAVILA, JESSICA	14-1-00298-9	10/28/2021	BLAKE LFO REFUND	22.50	22.50
11/9/2021	0045797	CASE, HEATHER N	02-1-00537-2	10/28/2021	BLAKE LFO REFUND	2,710.00	
			04-1-00116-1	10/28/2021	BLAKE LFO REFUND	1,610.00	
			00-1-00188-5	10/28/2021	BLAKE LFO REFUND	1,160.00	
			18-1-00388-05	10/28/2021	BLAKE LFO REFUND	100.00	5,580.00
11/9/2021	0045798	PRESSLER, REBECCA	98-1-00236-0	10/28/2021	BLAKE LFO REFUND	781.50	781.50
11/9/2021	0045799	CARLSTROM, BRANDON LEE	18-1-00162-05	10/28/2021	BLAKE LFO REFUND	800.00	800.00
11/9/2021	0045800	MASON, ARIK	19-1-00317-05	10/28/2021	BLAKE LFO REFUND	700.00	700.00
Sub total for U S BANK:							33,087.66

apChkLst
11/03/2021 11:23:57AM

Final Check List
CLALLAM COUNTY

Clerk(2)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0037042	OFFICE DEPOT	204815195001	10/27/2021	CLERK'S OFFICE SUPPLIES	415.13	
			204891639001	10/27/2021	CLERK'S OFFICE SUPPLIES	113.49	
			204891640001	10/27/2021	CLERK'S OFFICE SUPPLIES	22.62	551.24
11/9/2021	0045455	SWAN, BRANDY	BSWANJUVIET	10/27/2021	JUVENILE CRT TRAVEL - B SI	57.12	57.12
Sub total for U S BANK:							608.36

apChkLst
11/03/2021 11:58:01AM

Final Check List
CLALLAM COUNTY

Superior Court

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0001113	OFFICE DEPOT, INC	204840835001	10/28/2021	10/14/21-OFFICE SUPPLIES, F	169.87	
			204841882001	10/28/2021	10/14/21-OFFICE SUPPLIES, C	32.63	202.50
11/9/2021	0001607	KAREN L UNGER, P.S.	UNG1736433	10/28/2021	19-1-00032-05, ST. V. BAUER,	17,760.42	17,760.42
11/9/2021	0021517	TUCKER, CHRISTIE	TUC1736432	10/28/2021	08-3-00115-2, IN RE	607.50	607.50
11/9/2021	0039420	MUCKLEY, TIFFANY	MUC1736428	10/28/2021	OCTOBER 2021 - MILEAGE RI	194.88	194.88
11/9/2021	0044356	BOSTON, JOANNA	BOS1736427	10/28/2021	OCTOBER 2021 - MILEAGE RI	128.80	128.80
11/9/2021	0045731	RODRIGUEZ, JAMES ARTHUR	10205	10/28/2021	21-4-00001-05, IN RE C.C., UC	536.25	536.25
Sub total for U S BANK:							19,430.35

apChkLst
11/03/2021 1:14:00PM

Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/9/2021	0000331	CLALLAM COUNTY AUDITOR	21-136159	10/28/2021	CURRENT USE REMOVAL RE	204.50	
			21-136445	10/28/2021	DFL REMOVAL RECORDING 2	204.50	409.00
11/9/2021	0000546	EXPRESS SERVICES, INC	26194824	10/28/2021	FISCAL SPECIALIST II WEEK	1,152.80	
			26243384	10/28/2021	FISCAL SPECIALIST II WEEK	1,152.80	2,305.60
11/9/2021	0001138	OLYMPIC PENINSULA TITLE C	2021 TITLE REF	10/28/2021	2021 FORECLOSURE TITLE F	38,678.40	38,678.40
11/9/2021	0021407	MASTER'S TOUCH, LLC, THE	E77602	10/28/2021	STATEMENT POSTAGE	960.00	960.00
11/9/2021	0040381	ACI PAYMENTS INC	1000056727	10/28/2021	ONLINE PAYMENT RETURN F	12.00	12.00
Sub total for U S BANK:							42,365.00

apChkLst
10/27/2021 3:36:00PM

Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/1/2021	0020849	U S BANK	GC1731 10/27/2	10/27/2021	FOOD	350.00	
			CD6639 10/27/2	10/27/2021	FOOD	150.00	
			MJ3268 10/27/2	10/27/2021	FOOD	150.00	
			TM2565 10/27/2	10/27/2021	FOOD	150.00	800.00
10/27/2021	0004037	HARPER RIDGEVIEW CHAPEL	ISA3593 10/27/2	10/27/2021	BURIAL	800.00	800.00
10/27/2021	0035808	HIGHLAND COMMONS	MT6122 10/27/2	10/27/2021	RENT	599.00	599.00
10/27/2021	0045801	NAHA - HILLTOP ASSOC LIMIT	CD6639 10/27/2	10/27/2021	RENT	1,122.00	1,122.00
Sub total for U S BANK:							3,321.00

apChkLst
11/03/2021 1:23:47PM

Final Check List
CLALLAM COUNTY

WSU Ext

Page: 1

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	11/9/2021	0045723 VANGORDON, WILLIAM	90213523	11/1/2021	4-H BANNERS FOR PACIFIC N	110.57	110.57
Sub total for U S BANK:							110.57



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of November 1 – 5, 2021

1b
11/9/21

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, November 1, 2021. Present were Commissioners Ozias, Johnson and Peach and Administrator Sill. All appeared by video.

Items of discussion per the agenda published October 28 were:

- Calendar/Correspondence
- Contract amendment A with the Port Angeles School District for mental health school support services
- Discussion and call for hearing to be held Tuesday, November 23, 2021 at 10:30 a.m. regarding a proposed Clallam County Ordinance titled Farm Waste Line Facility Franchise
- Resolution reappointing Steve Gray to the Tails Advisory Committee
- Resolution appointing Jennifer Garcelon to the Permit Advisory Board
- Letter of Support for Sequim Valley Airport for Clallam County PUD
- Letter of Support for Sequim Valley Airport for Department of Commerce
- Letter of Support for a County representative for Continuum of Care Balance of State Steering Committee

Meeting adjourned at 9:22 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, November 2, 2021. Also present were Commissioner Johnson and Administrator Sill. All appeared by video. Commissioner Peach was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CRJm to adopt the agenda as presented, CMOs, mc

CONSENT AGENDA

- 1a Approval of vouchers for the week of October 25
- 1b Approval of payroll for the period ending October 15
- 1c Approval of minutes for the week of October 25

ACTION TAKEN: CRJm to adopt the consent agenda, CMOs, mc

REPORTS AND PRESENTATIONS

- CRJ commented on trust land transfer meeting and junior taxing districts.
- CMO commented on Dungeness Off-Channel Reservoir project, National Home Care and Hospice Month and RV Ordinance.

CONTRACTS AND AGREEMENTS

- 2a Contract renewal with the Administrative office of the Courts for the Becca Program

ACTION TAKEN: CRJm to approve, CMOs, mc

ADMINISTRATION

- 3a Notice of hearing to be held Tuesday, November 23, 2021 at 10:30 a.m. regarding Policy 503 – Travel and Travel Reimbursement

ACTION TAKEN: CRJm to issue, CMOs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of November 1 – 5, 2021
Page 2

- 3b Notice of hearing to be held Tuesday, November 23, 2021 at 10:30 a.m. regarding amending Clallam County Code section relating to 5.100 Consolidated Fee Schedule – Administrative Services 111-A

ACTION TAKEN: CRJm to issue, CMOs, mc

BUDGET

- 4a Resolution creating a new Health and Human Services – Foundational Public Health Services Special Revenue Fund

ACTION TAKEN: CRJm to adopt, CMOs, mc

Board recessed at 10:10 a.m. and reconvened at 10:30 a.m.

HEARING(S)

- H1 Policy 959 – ADA Accommodation Policy

- ARS, provided a staff report.
- Elizabeth Stanley, Prosecuting Attorney's Office, provided a staff report.

ACTION TAKEN: CRJm to open the public hearing, CMOs, mc

- CMO noted no one spoke.
- The following sent in written testimony: Joel Winborn (see attached).

ACTION TAKEN: CRJm to close the public hearing and adopt, CMOs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Clallam Bay/Seki emergency management, Highway 112.

Meeting concluded at 10:37 a.m. and continued to 9 a.m., Monday, November 8, 2021.

There are no Zoom chat logs for the week of November 1.

The Board of Commissioners attended WSAC Virtual COVID Update, National Home Care and Hospice Month Breakfast and declaration presentation and a COVID-19 Briefing during the week of November 1.

PASSED AND ADOPTED this ninth day of November 2021.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CBP Commissioner Bill Peach

m moved
mc motion carried
s seconded

Public Hearing H1
ADA Accommodation Policy
Written comments received

Gores, Alanna

From: Winborn, Joel
Sent: Friday, October 08, 2021 9:04 AM
To: Gores, Alanna
Cc: Winborn, Joel
Subject: RE: New Policy - ADA Accommodations
Attachments: 20211008090830.pdf

Hi Loni-

My few comments and questions attached.

Joel

From: Gores, Alanna
Sent: Wednesday, October 06, 2021 4:30 PM
To: @County Employees
Subject: New Policy - ADA Accommodations

County Staff,

The BOCC will be holding a hearing on Tuesday, November 2, 2021 at 10:30 a.m. to consider adopting of a new Policy titled: 959 - ADA Accommodations Policy.

A copy of the draft Policy can be found here: <http://www.clallam.net/bocc/drafts.html>

Please submit any recommended changes to agores@co.clallam.wa.us no later than Tuesday, October 26, 2021 at 12 p.m.

Loni

*Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256*

ADA ACCOMMODATION POLICY Policy 959

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ADA Accommodation Policy

Access to governmental services for all persons is a fundamental right. It is the policy of Clallam County to ensure that persons with disabilities have equal and meaningful access to County services and public facilities.

.1 APPLICATION:

This policy shall apply to all employees of Clallam County and members of the public who seek accommodations due to a disability or disabilities as defined under the Americans with Disabilities Act and its amendments. All County offices and departments subject to the rulemaking authority of the Board of County Commissioners will be required to follow the procedural requirements set forth in this policy, when receiving or addressing requests made to Clallam County for accommodation of persons with a disability. If a County office or department has developed their own policy for accommodations of persons with a disability they are not required to follow the procedural requirements set forth in this policy.

.2 PURPOSE

The purpose of this policy is to create a uniform process by which persons with disabilities can obtain reasonable accommodations in order to access or participate in County services, programs and facilities. Specifically, this policy outlines how Clallam County will carry out this purpose and sets forth a process by which requests for accommodation will be handled.

.3 RESPONSIBILITIES

This policy will define who is eligible to apply for an accommodation and will set forth a process for applicants to present accommodation requests.

Clallam County must assess whether or not to provide a requested accommodation under the definitions and rules contained in the Americans with Disabilities Act.

Clallam County will provide a reasonable accommodation unless the applicant has failed to meet the substantive requirements of this policy, or the requested accommodation would create an undue burden; fundamentally alter the nature of the County service, program or activity; or the accommodation would create a direct threat to the safety or well-being of the applicant or others.

4 DEFINITIONS

4.1 Accommodation

Means measures to make each County service, program or activity, when viewed in its entirety, readily accessible to and usable by an individual who is a person with a disability, and may include, but is not limited to:

- A) Making reasonable modifications in policies, practices and procedures.
- B) Furnishing, at no charge, auxiliary aids and services, including but not limited to equipment, devices, materials in alternative formats, certified or qualified interpreters or readers.

← ARE THESE FOLKS ON STAFF? DIFFICULT TO HAVE AN INTERPRETER IF SOMEONE SHOWS UP AT A PUBLIC MEETING TO SPEAK W/ NO NOTICE!

4.2 Applicant

Means any person with a disability who has a specific interest in, desires access to, or is participating in any County service or program.

4.3 Person with a disability

Means a person covered by the Americans with Disabilities Act of 1990 (& 42 U.S.C. 12101 et seq.), the Washington Law against Discrimination (RCW 49.60 et seq.), or other similar local, state or federal laws which govern Clallam County. This term includes but is not limited to an individual who has a physical or mental impairment that limits one or more major life activities, has a documented history of such impairment or is regarded as having such impairment.

A COPY OF THESE DOCUMENTS SHOULD BE READILY AVAILABLE IN CASE THEY ARE NEEDED.

5 PROCEDURAL REQUIREMENTS

5.1 Notification

All requests for accommodation shall be made using the approved "Clallam County Request for Accommodation" form available on www.clallam.net

- A) If a request for reasonable accommodation is made directly by an applicant to an employee of Clallam County, the employee shall be responsible for ensuring that the Request for Reasonable Accommodation form is completed, either by having the applicant, or a person on their behalf, complete the form, or by the employee taking the information orally, completing the form and forwarding the request to the Clallam County ADA Coordinator.

↑ BETTER LOCATION WOULD BE HELPFUL. THIS IS VERY BROAD.

- B) If a non-County agency or body (e.g. other state or local governmental agency, advocacy group, etc.) makes a request for reasonable

WHO IS THIS, AND WHAT ADA TRAINING? DO THEY HAVE?

accommodation on behalf of a disabled individual to Clallam County, then that agency or body is responsible for completing and forwarding the Request for Reasonable Accommodation form to Clallam County's ADA Coordinator.

- C) The Request for Reasonable Accommodation form shall include a description of the accommodation sought, along with a statement of the impairment necessitating the accommodation.
- D) Clallam County may require the applicant to provide additional information about the qualifying impairment to help assess the appropriate accommodation. Medical and other health information shall be submitted under a cover sheet designated "Confidential Medical and Health Information". Such information is confidential and shall only be used by the person(s) responsible for evaluating and arranging for the accommodation, or as required by law.
- E) An application for accommodation should be made as far in advance as practical of the event/date for which the accommodation is sought, but not less than five (5) business days prior to the event/service date, except in the case of an emergency. *(SOME WILL STILL SHOW UP WITH NO NOTICE)*

5.2 Assessment

- A) In determining whether to grant an accommodation, Clallam County will:
 - i) Consider the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and its amendments, and the Washington Law Against Discrimination (RCW 49.60), and other similar local, state and federal laws which govern Clallam County.
 - ii) Give primary consideration to the accommodation requested by the applicant.
 - iii) Make the decision on an individual and case specific basis with due regard to the nature of the applicant's disability and feasibility of the requested accommodation.
- B) If an application for accommodation is presented to Clallam County five (5) or more business days prior to the event/service date for which the accommodation is sought, an accommodation shall be provided unless:
 - i) The requested accommodation is not available, and no alternative accommodation would enable the applicant to participate in the event or service requested.

C) If an application for accommodation is presented to Clallam County fewer than five (5) business days prior to the scheduled date of the event or service for which the accommodation is requested, and if the applicant would otherwise be entitled to an accommodation, it shall be provided unless:

i) It is impossible for the County to provide a reasonable accommodation on the date specified due to insufficient advance notice.

D) An application for accommodation may be denied if Clallam County finds one or more of the following:

i) The applicant has failed to satisfy the substantive requirements of this policy.

ii) The requested accommodation would create an undue financial or administrative burden.

iii) The requested accommodation would fundamentally alter the nature of the County service, program or activity.

iv) The requested accommodation would create a direct threat to the safety or well-being of the applicant or others.

V) THE APPLICANT IS FOUND TO HAVE NO ACTUAL DISABILITY.

5.3 Accommodation or Denial

A) Clallam County will render a decision in writing regarding the requested accommodation. This written decision shall be prepared by the County ADA Coordinator within 3 business days of receipt of the "Request for Reasonable Accommodation Form".

B) If the request is granted the ADA Coordinator, or his/her designee, shall notify the applicant that the request has been approved and describe the reasonable accommodation that will be made. The ADA Coordinator, or his/her designee, AS POSSIBLE, shall also notify any other County employee(s) responsible for implementing the accommodation regarding the nature of the accommodation to be provided. AS SOON

C) If Clallam County denies an accommodation, the written decision shall be provided to the applicant, including the reasons for denial. (ASSURE THIS WILL BE DONE BY THE ADA COORDINATOR)

5.4 Complaint Procedure

- A) A complaint should be in writing and contain information about the alleged discrimination such as name, address, email, phone number of complainant and location, date and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be available for persons with disabilities upon request. *SHOULD THERE BE AN ACTUAL FORM FOR THIS SO THE INFORMATION WE RECEIVE IS CONSISTENT AND WHAT WE NEED?*
- B) A complaint should be submitted by the grievant and/or his/her designee to the office of the ADA Coordinator as soon as possible but no later than 60 business days after the alleged violation.
- C) Within 30 business days after receipt of the complaint, the ADA Coordinator or their designee will meet with the complainant to discuss the complaint and the possible resolutions. Within fifteen (15) business days of the meeting, the ADA Coordinator or their designee will respond in writing, and where appropriate, in a format accessible to the complainant. The response will explain the position of Clallam County and offer options for substantive resolution of the complaint.

5.5 Appeal Procedure

- A) If the response by the ADA Coordinator or their designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within fifteen (15) business days after receipt of the response to the County Administrator or their designee.
- B) The appeal shall be in writing.
- C) The County Administrator shall confirm in writing to the complainant the date of receipt of the appeal or confirm via an alternative means if requested.
- D) After receiving the appeal, the County Administrator will review it and respond in writing or a format accessible to the complainant as a final resolution of the complaint within twenty (20) business days.
- E) The appeal to the County Administrator shall be the final administrative appeal process provided by the County.

5.6 Record Keeping

The ADA Coordinator shall be responsible for maintaining copies of all Requests for Reasonable Accommodations made to Clallam County and copies of all written decisions. All employees of Clallam County are responsible for forwarding copies of the Request for Reasonable Accommodation Forms to the ADA Coordinator within one business day of receipt.

DRAFT



1C
11/9/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11-1-21**

REGULAR AGENDA ☒ **Meeting Date: 11-9-21**

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 – Letter of support |

Documents exempt from public disclosure attached: ☐

Executive summary:

The owners of the Sequim Valley Airport would like to have access to PUD water in order to improve the resilience of their facility. The owners of the Sequim Valley Airport are requesting that the Department of Commerce consider an expansion of the Carlsborg UGA to include the Airport and the County Commissioners are supportive of this request.
Recommending approval of a letter of support for Sequim Valley Airport and Clallam County PUD.

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?)

Recommending approval of a letter of support for Sequim Valley Airport and Clallam County PUD.

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

Name of Employee/Stakeholder attending meeting: BOCC, DCD, Sequim Valley Airport

Relevant Departments: BOCC, DCD

Date submitted: 10-27-21

* Work Session Meeting - Submit 1 single sided/not stapled copy Sequim Valley Airport Clallam County PUD 11-9-21.docx
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

November 9, 2021

Clallam County PUD
Attn: Doug Nass
104 Hooker Road
Sequim, WA 98382

Dear Doug Nass,

The Sequim Valley Airport, located just outside the boundary of the Carlsborg Urban Growth Area in Clallam County, is a vital local facility. It serves as an essential component of our regional emergency management infrastructure and plays an important role in both wildfire response capability and in emergency life flights taking off for trauma care in Seattle that isn't available in our rural county. It also serves the many private pilots who live in and around the Sequim area.

The owners of the Sequim Valley Airport would like to have access to PUD water in order to improve the resilience of their facility. The owners of the Sequim Valley Airport are requesting that the Department of Commerce consider an expansion of the Carlsborg UGA to include the Airport and the County Commissioners are supportive of this request. We write you today to express similar support for allowing the Airport access to PUD water.

We are uncertain as to why this facility was not included in the Carlsborg UGA boundary when it was originally created, but given both the nature of the facility and its role as essential infrastructure we do support its inclusion now and we sincerely hope that a path forward may be forged to allow for a water connection.

Thank you for your consideration.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

CC: Representative Steve Tharinger, Representative Mike Chapman, Senator Kevin VandeWege



AGENDA ITEM SUMMARY

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

ld
11/9/21

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11-1-21**

REGULAR AGENDA ☒ **Meeting Date: 11-9-21**

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 – Letter of support |

Documents exempt from public disclosure attached: ☐

Executive summary:

The owners of the Sequim Valley Airport would like to have access to the Carlsborg sewer system in order to improve the resilience of their facility. As you know, Clallam County may not expand or offer sewer connections to locations outside of the UGA boundary, and we do not currently meet all of the requirements for expansion of the UGA. However, given the important role the Sequim Valley Airport plays in our region, we write today in support of the Airport owner's request for expanding the Carlsborg UGA to include the Airport property.

Recommending approval of a letter of support for Sequim Valley Airport and Department of Commerce.

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?)
Recommending approval of a letter of support for Sequim Valley Airport and Department of Commerce.

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

Name of Employee/Stakeholder attending meeting: BOCC, DCD, Sequim Valley Airport

Relevant Departments: BOCC, DCD

Date submitted: 10-27-21

* 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)



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

RICH SILL, County Administrator

November 9, 2021

Washington State Department of Commerce
Attn: Gary Idleburg, Senior Planner
1011 Plum Street SE
P.O. Box 42525
Olympia, WA 968504-2525

Dear Gary Idleburg:

The Sequim Valley Airport, located just outside the boundary of the Carlsborg Urban Growth Area in Clallam County, is a vital local facility. It serves as an essential component of our regional emergency management infrastructure and plays an important role in both wildfire response capability and in emergency life flights taking off for trauma care in Seattle that isn't available in our rural county. It also serves the many private pilots who live in and around the Sequim area.

The owners of the Sequim Valley Airport would like to have access to the Carlsborg sewer system in order to improve the resilience of their facility. As you know, Clallam County may not expand or offer sewer connections to locations outside of the UGA boundary, and we do not currently meet all of the requirements for expansion of the UGA. However, given the important role the Sequim Valley Airport plays in our region, we write today in support of the Airport owner's request for expanding the Carlsborg UGA to include the Airport property. As Director Brown has noted "Entrepreneurship is one of the important tools we have to ensure a broad, equitable economic recovery that leaves no one behind. Small businesses are the backbone of our economy, accounting for a primary source of jobs that strengthen communities and create thriving local economies." Finding a way to allow the Sequim Valley Airport to connect to the sewer will definitely support this small business in our community.

We are uncertain as to why this facility was not included in the Carlsborg UGA boundary when it was originally created, but given both the nature of the facility and its role as essential infrastructure we do support its inclusion now and would like the Department of Commerce to take action to assist the county in getting sewer access for the Sequim Valley Airport.

Thank you for your consideration.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

CC: Representative Steve Tharinger, Representative Mike Chapman, Senator Kevin VandeWege



AGENDA ITEM SUMMARY

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

1e
11/9/21

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11-1-21**

REGULAR AGENDA ☒ **Meeting Date: 11-9-21**

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 – Letter of Support |

Documents exempt from public disclosure attached: ☐

Executive summary:

Letter of Designation to Continuum of Care Balance of State Steering Committee:
Approve a letter designating Dylan Godsey, the Director of Coordinated Entry at Serenity House of Clallam County, to the Continuum of Care Balance of State Steering 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?)
Review and approve a letter of support.

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: 10-25-21

* 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)



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

File: A72

November 9, 2021

Lisa Glaeser
Washington State Department of Commerce
1011 Plum Street SE
Olympia, WA 98504

Re: Letter of designation to Continuum of Care Balance of State Steering Committee

Lisa Glaeser:

We write today to ask that Dylan Godsey, the Director of Coordinated Entry at Serenity House of Clallam County, be designated as a voting member for the "Continuum of Care Balance of State Steering Committee." As you know, Clallam County has not had a representative to this Committee and we wholeheartedly endorse Dylan's appointment.

Please don't hesitate to let us know if you require any additional information from us.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



PROCLAMATION

HONORING ALL VETERANS, THE VOLUNTEERS WHO ASSIST THEM, AND RECOGNIZING NOVEMBER 11 AS VETERANS' DAY

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining our freedoms and way of life; and

WHEREAS, tens of millions of Americans have served in the Armed Forces and hundreds of thousands of Americans have given their lives while serving the Armed Forces during the past century; and

WHEREAS, the State of Washington is home to over 670,000 veterans and their families; and

WHEREAS, our veterans are brave and selfless individuals who, when duty called, willingly put themselves in harm's way to defend the lives and liberty of others; and

WHEREAS, Clallam County is home to a robust group of volunteers who continue to serve long after their tour is done assisting other veterans; and

WHEREAS, our veterans understand the important task before those American service men and women now keeping watch; and

WHEREAS, all Americans should observe and appreciate the sacrifices our veterans made who fought for peace and defended democracy in our land and abroad; and the volunteer efforts of those who assist them.

NOW, THEREFORE, WE THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby proclaim
November 11 as

VETERANS DAY

in Clallam County and urge all citizens to honor and recognize the members of our communities who have served in the armed forces.

Signed this ninth day of November 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

CERTIFICATE OF APPRECIATION

AWARDED TO

KEITH WILLS

*FOR OVER 18 YEARS OF SERVICE TO
CLALLAM COUNTY*

DATED
THIS 9TH DAY OF
NOVEMBER 2021

AT
PORT ANGELES,
WASHINGTON

ADMINISTRATOR RICH SILL

COMMISSIONER MARK OZIAS

COMMISSIONER RANDY JOHNSON

COMMISSIONER BILL PEACH

11/9/21

CERTIFICATE OF APPRECIATION

AWARDED TO

GARY GORT

*FOR OVER 17 YEARS OF SERVICE TO
CLALLAM COUNTY*

DATED
THIS 9TH DAY OF
NOVEMBER 2021

AT
PORT ANGELES,
WASHINGTON

ADMINISTRATOR RICH SILL

COMMISSIONER MARK OZIAS

COMMISSIONER RANDY JOHNSON

COMMISSIONER BILL PEACH

11/9/21
15



AGENDA ITEM SUMMARY

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

29
11/9/21

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date:** 11/01/2021

REGULAR AGENDA ☒ **Meeting Date:** 11/09/2021

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU #851.19.018A | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

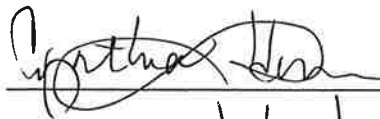
Contract agreement addendum A between Port Angeles School District and Clallam County Juvenile & Family Services for mental health school support services.

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?** ☐

No budgetary impact at this time.

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

County Official signature & print name:

 Cynthia L. Hanson

Name of Employee/Stakeholder attending meeting:

Jody Jacobsen, Cynthia Hanson

Relevant Departments: NA

Date submitted: 10/27/21

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS

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

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

Addendum

This is an addendum to the 2019-2020 contract between the Port Angeles School District and Clallam County Juvenile and Family Services for mental health school support services.

This addendum was previously extended for the 2020-2021 school year. This is the second extension and was mutually agreed on prior to the end of the school year but was unable to be executed due to the impact of Covid restrictions.

The parties to this addendum agree to extend all terms of the existing contract for the new 2021-2022 school year.

Executed this 25th day of October, 2021.

Port Angeles Public School District

Michelle Olsen

Authorized Signature

Michelle Olsen

Printed Name

Assistant Superintendent

Title

Board of Clallam County Commissioners
Clallam County Representative

Authorized Signature

Printed Name

Title

10/8

25

**School Year: 2019/2020 SCHOOL
DISTRICT CONTRACT FOR
SERVICES**

BETWEEN

District: Port Angeles Public School District
(Hereinafter referred to as District)
905 W 9th, Port Angeles, WA 98362

AND

Agency: Clallam County Juvenile and Family Services
(Hereinafter referred to as Agency)
1912 W 18th Street Port Angeles, WA 98363
Contact Name: Jody Jacobsen
Phone number: 360-565-2639

SECTION 1

CONTRACTED SERVICES

The AGENCY will provide mental health school support services for the 2019-2020 school year. The AGENCY will select and provide a minimum of one counselor to the DISTRICT. The selected counselor(s) will report directly to the Director of Special Services who will coordinate referrals and caseload prioritization. All caseload student Progress Reports and correspondence will be provided directly to the Director of Special Services.

The selected counselor(s) will provide 20 hours of weekly services to include:

- Consulting with school personnel in order to support the academic achievement of students within the context of his or her social and emotional well-being.
- Promoting students' emotional and social well-being to ensure early identification of mental health needs, and to offer timely access to mental health services to address social, emotional, or behavioral issues, resulting in school and life success through improved social and emotional maturity.
- Providing evidence-based counseling services that are aligned with the school and classroom behavioral goals for caseload students, in conjunction with coordinating with any mental health counseling services the student is already receiving from Peninsula Behavioral Health (PBH) or another mental health service provider.
- Providing direct communication with PBH or any other mental health service providers for caseload students, with appropriately prepared and signed Releases of Information (ROI).
- Establishing at least one PASD approved evidence-based behavior Progress Monitoring goal for each caseload student. This behavioral goal(s) will be established through collaboration with school administrative staff, classroom teachers, and information provided by the Director of Special Services. The student behavioral goal(s) will need to be realistically aligned with the anticipated student-counselor contact hours at each school.

Contracted Services Continued:

- Delivering Progress Reports for each caseload student with a frequency, and established format, which meets PASD evidence-based behavioral Progress Monitoring reporting requirements.
- Attending Individual Educational Plan (IEP) meetings and school suspension/expulsion meetings for caseload students, at the request of either the school administrator or Director of Special Services, as weekly time limits allow.
- Notifying the Director of Special Services directly with observations about potential mental health counseling needs that may not already be provided in the existing service plans for caseload students.
- All activities including but not limited to travel, meetings, reporting, case management documentation, referrals, and counseling services will occur within the 20-hour weekly limit. Daily reporting time and locations will need to be flexible to accommodate the ever changing needs of the clients and administration at each location.

The preliminary list of schools by order of importance follows:

1. Jefferson Elementary School in the Emotional Behavioral Disorder (EBD) classroom
2. Stevens Middle School
3. Roosevelt Elementary School
4. Dry Creek Elementary School

This contract can be renewed up to two years if mutually agreed upon by June 10th of each preceding school year.

SECTION 2 **PAYMENT**

The District agrees to pay a fixed fee for these services. Total charges will not exceed \$50,000. The District is not liable any mileage charges.

The Agency will provide the District an invoice for services performed on a monthly basis. It is agreed that monthly payment for services rendered shall be mailed or made available to the Agency within thirty (30) days of invoice submission.

Invoices shall be sent to:

Port Angeles School District, Director of Special Services
905 W 9th, Port Angeles, WA 98362
Attention: Special Services Department

Invoices may alternatively be submitted by email psanford@portangelesschools.org

SECTION 3

INDEPENDENT CONTRACTOR STATUS

The District and the Agency agree that the Agency and the Agency's employee(s) and agent(s) are not employees of The District. Agency and Agency's employee(s) and agent(s) shall provide the results required in this Contract as an independent contractor. The District shall not control or supervise the manner in which this Contract is performed except as expressly provided herein. Nothing in this Contract shall be construed to create a partnership, agency relationship, or employer-employee relationship. Neither party may incur debts or make commitments for the other party.

SECTION 4

CONFIDENTIALITY

In providing services under this Contract, the Agency and Agency personnel may have access to the District's student(s) personally identifiable education records and other confidential information regarding the student. Likewise, the District and District personnel may have access to the Agency's Patient(s) (District's Student(s)) personally identifiable healthcare information and records and other confidential information regarding the Student (Agency's Patient).

District and Agency agree that they and their respective personnel will maintain the confidentiality of Confidential Information. The use or disclosure of any Confidential Information for any purpose not directly connected to the District's or the Agency services under this Contract is strictly prohibited except where required or authorized by law.

SECTION 5

REPRESENTATION and EMPLOYMENT

Agency shall not represent itself as an employee, representative, or spokesperson for the District.

SECTION 6 **RECORDS**

Agency shall be responsible for maintaining and securing any records or logs necessary to justify, support, and document the services provided under this Contract. Agency shall retain such records for not less than the period prescribed by law. All duly authorized auditors of Agency and the District shall have access to and examine said records.

SECTION 7 **INSURANCE**

Agency shall be responsible for their own insurance. Agency shall be providing direct services to students on the District's behalf. If Agency is self-insured or a member of a liability pool, evidence of its status as a self-insured entity shall be provided to the District. If requested by the District, Agency must describe its financial condition and the self-insured/liability pool funding mechanism. If Agency is self-insured or is a member of a liability pool, then the District, or any other third party, need not be named as additional insureds under the self-insurance / liability pool coverage policies if said policies prohibit the Agency from naming third parties as additional insureds.

Agency will notify the District within three (3) days in the event of cancellation or modification of such insurance. Agency's failure to maintain such insurance policies shall be grounds for the District's immediate termination of this Contract. The provisions of this paragraph shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

SECTION 8 **TAXES**

Agency acknowledges that the District is not withholding federal income tax or FICA (Social Security) tax from Agency's compensation or paying Washington State unemployment, industrial insurance, or any other taxes on behalf of Agency or Agency's personnel. Any applicable sales tax shall be in addition to the contracted rate and paid by the District.

The Agency is responsible for the payment of any Federal, State, and local income taxes imposed by any lawful jurisdiction as a result of income relating to the performance and payment of this Contract.

SECTION 9

CONTACT WITH MINORS

The Agency is responsible to conduct a thorough background check on all personnel, agents and employees, including inquiries regarding full-disclosure of any and all history of conviction of crime(s) against children or vulnerable adults as per RCW 43.43.834. Such disclosure will be obtained in writing, signed by the applicant and sworn under penalty of perjury, and retained in Agency's personnel records. Background clearance will include Washington State Patrol and may include Department of Social and Health Services.

Agency shall prohibit any employee or agent from working in contact with children if the employee or agent has pled guilty to or been convicted of a felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction.

Failure to comply with this section shall be grounds for the District to immediately terminate this Contract. Termination based on this section shall supersede any other termination clause within this document.

SECTION 10

LICENSES, PERMITS, AND WARRANTY

Agency warrants that it has the requisite training, skill, and experience necessary to provide the services under this Contract and is appropriately accredited and licensed by all applicable agencies and governmental entities. Provider shall be responsible for maintaining any and all licenses, permits, or other requirements for doing business or providing services under this Contract. Agency agrees to comply with all applicable laws, orders, rules, regulations, and ordinances.

SECTION 11

NONDISCRIMINATION

The District is an equal opportunity employer. By entering into this Contract, Agency assures the District that Agency complies with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation, age, marital status, veterans' status or disability, be excluded from participation in, be denied benefits of, or otherwise subject to discrimination under any activity performed pursuant to this Contract.

SECTION 12
ASSIGNMENT

Agency shall not let, assign, or transfer this Contract or any interest therein or any part thereof without the prior written consent of the District.

The District shall not contract with, hire, employ, or otherwise assign the responsibilities for provision of services of this contract without prior written consent of the Agency.

SECTION 13
INDEMNIFICATION

The Agency and the District hereby agree to indemnify and hold the other party harmless from and against any and all liability, losses, damage claims or causes of action and expenses connected therewith, including reasonable attorney's fees caused by directly or indirectly by or as a result of the performance of the other party's duties under this Agreement. All activities performed by Agency and the District are performed at their own risk, and both parties agree to indemnify, defend and hold one another harmless from any liability, claim or expense (including reasonable attorneys' fees) arising out of any of its acts or omissions under this Agreement, or breach thereof. The provisions of this paragraph shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

SECTION 14
TERMINATION

Either party may terminate the Contract with or without cause before the end of its term by giving thirty (30) days written notice to the designated contact person. If the Contract is terminated upon thirty days' notice, the parties shall be liable only for the performance rendered prior to the termination date.

SECTION 15
FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT

This contract is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education and District and Agency agree to abide by the stipulations and requirements of the FERPA rulings, as it exists at the time this Contract is signed and/or as it is amended and such amendment comes into effect during the duration of this Contract.

SECTION 16

DEBARMENT

Agency certifies that to the best of their knowledge/belief its principals and/or the Agency as an entity are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. Further, Agency certifies that they are not presently indicted for or have not within a three year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract.

Agency agrees to notify the District if it should become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts during the life of this Contract. The District will review the circumstances surrounding the notification and determine the eligibility of the Agency to continue to provide services. If it is determined that the District will not be funded for this Contract due debarment or suspension, or if it is determined that the Agency rendered an erroneous certification, in addition to any other remedies available to the District, the District may terminate this Contract for default.

SECTION 17

AGREEMENT

This written Contract constitutes the entire Agreement between District and Agency. No alterations or variations of the terms of this Contract shall be effective unless reduced to writing and executed by both parties.

SECTION 18

SEVERABILITY

Each clause of this Contract stands independent of all other clauses. If any clause of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect the other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any clause be adjudged invalid, that judgment shall not invalidate the total Contract; only clauses judged invalid shall not be enforced.

SECTION 19

APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington and any claim, suit, or other legal action pertaining to this Contract shall be brought under the laws of the State of Washington in King County, Washington.

SECTION 20
SIGNATURE

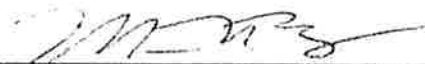
The persons signing on behalf of both parties of this contract, the District and District employee(s) or agent(s) and the Agency and Agency's employee(s) or agent(s) signing this document certify that he/she is the person duly qualified and authorized to bind the District and the Agency to the foregoing Contract and, under penalty of perjury, certifies that the federal tax identification numbers provided (below) are correct.

Modifications

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

Executed this 8 day of October, 2019.

Port Angeles Public School District,



Authorized Signature

Martin Bruce

Printed Name

Superintendent

Title

Clallam County Representative,
Board of Clallam County Commissioners

 10/18/19

Authorized Signature

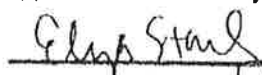
Mary O'Leary

Printed Name

Chair

Title

Approved as to form only by:

 9/24/19

Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County



AGENDA ITEM SUMMARY

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

2b
11/9/21

Department: Finance

WORK SESSION ☒ **Meeting Date:** **11/08/2021**

REGULAR AGENDA ☒ **Meeting Date:** **11/09/2021**

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19961.21.009 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Monthly Review |

Documents exempt from public disclosure attached: ☐

WA STATE COMMERCE INTERAGENCY AGREEMENT—ARPA GRANT FUNDING TO SUPPORT PRESERVATION OF PRIVATE MARINE TRANSPORTATION ACTIVITIES AND JOBS ASSOCIATED WITH SUCH ACTIVITIES THAT HAVE BEEN DIRECTLY IMPACTED BY THE CLOSURE OF THE UNITED STATE-CANADA BORDER DURING THE COVID-19 PANDEMIC

BACKGROUND

In the last legislative session, the WA State Legislature as part of the 2021/2022 biennium Commerce budget approved the appropriation of \$5,000,000 of the Coronavirus State Fiscal Recovery Fund established under the American Rescue Plan Act for provision of economic support to the private marine transportation industry of Clallam County that was directly impacted by the closure of the United States—Canada border during the COVID-19 pandemic.

As provided under Item 125 of Commerce's 2021 Operating Budget ESSB 5092 (Page 72 & 73),

- (a) \$5,000,000 of the coronavirus state fiscal recovery fund —federal appropriation is provided solely for the department to provide grant funds to Clallam county to support the preservation of private marine transportation activities and jobs associated with such activities that have been directly impacted by the closure of the United States-Canada border during the COVID-19 pandemic;
- (b) To be eligible for a grant from the county under this subsection the business must: (i) Apply for or have applied for the grant from the county; (ii) Have expenses that are necessary to continue business operations and the expense is not a federal, state, or local tax, fee, license, or other government revenue; (iii) Provide documentation to demonstrate that the expense is not funded by any other government or private entity; (iv) Demonstrate

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary --ARPA Commerce Interagency Agreement--
Clallam County Marine Transport Grant Funds 11082021.docx

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

Revised: 3-04-2019

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

the business was actively engaged in business, and as a result of the border closures the business temporarily totally closed operations; (v) Have experienced at least a significant reduction in business income or activity related to United States-Canada border closures; (vi) Agree to operate in accordance with the requirements of applicable federal, state, and local public regulations including health and safety measures; (vii) Demonstrate significant economic contribution of their business to the state and local economy; and (viii) Be a majority United States owned entity operating a United States flag vessel registered and operated under the laws of the United States;

- (c) Grant funds may be used only for expenses incurred on or after March 1, 2020. Eligible expenses for grant funds include: (i) Upgrading physical workplaces to adhere to new safety or sanitation standards; (ii) Procuring required personal protective supplies for employees and business patrons and clients; (iii) Updating business plans; (iv) Employee costs, including payroll, training, and onboarding; (v) Rent, lease, mortgage, insurance, and utility payments; (vi) Securing inventory, supplies, and services for operations; and (vii) Maintenance and operations costs associated with vessel operations;
- (d) The county must submit a report to the department by June 30, 2022, outlining the use of funds, specific expenditures of the grantees, and revenue and expenses of the grantees including additional government or private funds or grants received.

Attached for BOCC review and approval is a draft of the Interagency Agreement between Clallam County and WA State Department of Commerce for provision of these Clallam County Marine Transport ARPA grant funds under which Clallam County will serve as a subrecipient. The amount of the Agreement is for total funding \$4,950,000, which reflects Commerce's retention of \$50,000 of the budget appropriation to cover their administrative costs under this grant. This agreement has been reviewed and approved as to form by the County's Prosecuting Attorney Civil Division.

Once this agreement is executed, the County will then enter into an ARPA Direct Assistance Grant Agreement with the eligible recipient meeting these eligibility criteria—Black Ball Ferry Line. A draft of this separate APPA agreement between the County and Black Ball will be forthcoming.

These funds will be separately accounted for within the County's American Rescue Plan Act special revenue fund.

In an effort to expedite the process for getting these funds released by Commerce to the County for provision then to Black Ball, County staff over the past few weeks have been reviewing all invoice and payroll documentation submitted by Black Ball for costs incurred since the onset of the COVID-19 pandemic to verify eligibility for reimbursement under this grant. Once the County completes its review, these eligible costs will then be submitted to Commerce for their review and approval, at which point funds will then be disbursed by Commerce to the County, which will then disburse such funds to Black Ball.

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 --ARPA Commerce Interagency Agreement--
Clallam County Marine Transport Grant Funds 11082021.docx

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

Revised: 3-04-2019

Approval of this contract will support the creation of the attached Supplemental Appropriation, approving the receipt and disbursement of these ARPA grant funds to support private marine transport activities.

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

Given the urgent need for funding assistance, we request the Commissioner's feedback and approval to proceed in submitting this agreement for approval during the next BOCC meeting scheduled on Tuesday, November 9, 2021.

County Official signature & print name:  Mark Lane_____

Name of Employee/Stakeholder attending meeting: _____Mark Lane _____

Relevant Departments: ____Finance, BOCC _____

Date submitted:

November 1, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary --ARPA Commerce Interagency Agreement--
Clallam County Marine Transport Grant Funds 11082021.docx
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

19961.21.009



Interagency Agreement with

Clallam County

through

America Rescue Plan Act, State and Local Fiscal Recovery Funds

For

Clallam County Marine Transport

Start date: July 1, 2021

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General Terms and Conditions

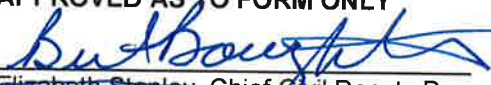
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FACE SHEET

Contract Number: 22-62420-001

Washington State Department of Commerce Local Government Division Community Assistance & Research Unit ARPA State and Local Fiscal Recovery Funds Grant

1. Grantee Clallam County 223 E 4th St, Ste. 4 Port Angeles, WA 98362		2. Grantee Doing Business As (optional) same	
3. Grantee Representative Mark Lane Chief Financial Officer 360-417-2383 mlane@co.clallam.wa.us		4. COMMERCE Representative Connie Rivera CAR-ARPA Section Manager 360-704-9535 Connie.rivera@commerce.wa.gov	
5. Contract Amount \$4,950,000	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7. Start Date July 1, 2021	8. End Date June 30, 2023
9. Federal Funds (as applicable) \$4,950,000		Federal Agency: US Dept. Treasury CFDA Number: 21.027 Indirect Rate (if applicable):	
10. Tax ID # XXXXXX	11. SWV # SWV000200-16	12. UBI # 254-004-559	13. DUNS # 075739235
14. Contract Purpose Grant funds to Clallam county to support the preservation of private marine transportation activities and jobs associated with such activities that have been directly impacted by the closure of the United States-Canada border during the COVID-19 pandemic.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work – Budget.			
FOR GRANTEE Mark Ozias, Chairman, Board of Clallam County Commissioners Date APPROVED AS TO FORM ONLY  Elizabeth Stanley, Chief Civil Deputy Prosecuting Attorney Date 11/11/2021		FOR COMMERCE Mark Barkley, Assistant Director, Local Government Division Date APPROVED AS TO FORM ONLY  Sandra Adix, Assistant Attorney General 10/15/2021 Date	

DECLARATIONS

CLIENT INFORMATION

GRANTEE Name: **Clallam County**
Grant Number: **22-62420-001**

PROJECT INFORMATION

Project Name: **Clallam County Marine Transport**
Project City: **Port Angeles**
Project State: **Washington**
Project Zip Code: **98362**

GRANT INFORMATION

Grant Amount: **\$ 4,950,000**
Appropriation Number: **ESSB 5092, Section 129 (125)**
Re-appropriation Number (if applicable):
Grant End Date: **June 30, 2023, if funds are not re-appropriated.
Grant End Date may be extended contingent on reappropriation**

Biennium: **2021-2023**
Biennium Close Date: **June 30, 2023**
Earliest Date for Reimbursement: **March 3, 2021**
Time of Performance: **in accordance with Special Terms and Conditions No. 4**

FUNDING INFORMATION

Federal Funding: **Sec. 602 Coronavirus State Fiscal Recovery Funds of Title VI of Social Security Act as added by American Rescue Plan Act of 2021 (ARPA or "Act"), Title IX, Subtitle M, Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq.**
Federal Awarding Agency: **US Department of Treasury**
Amount of Federal Funds Obligated by this Action: **\$ 4,950,000**

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Extension of Grant Upon Reappropriation.

Notwithstanding Special Terms and Conditions No. 4, the End Date of this Grant **may be extended upon written notice to Grantee from Commerce** for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with Special Terms and Conditions No. 4 may be required to extend the End Date.

**SPECIAL TERMS AND CONDITIONS
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1. AUTHORITY

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW. Funding for this Grant has been provided in the 2021-2023 biennial state Operating Budget, ESSB 5092, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Total amount of the federal award: \$4,950,000
Federal Awarding Agency: US Department of Treasury
Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by funds awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

4. PERIOD OF PERFORMANCE

The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance will be extended to not later than October 30, 2026.

As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

All requests for reimbursement of eligible costs incurred between March 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.

Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Grant as set forth in the Scope of Work.

**SPECIAL TERMS AND CONDITIONS
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6. EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed the total contract amount listed on the contract Face Sheet.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

7. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

**SPECIAL TERMS AND CONDITIONS
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Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

9. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

11. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

**SPECIAL TERMS AND CONDITIONS
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- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

13. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

**SPECIAL TERMS AND CONDITIONS
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- ix. Generally applicable federal environmental laws and regulations.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

14. FEDERAL EXCLUSION

These terms add to the terms in Section 11 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

15. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Data Universal Numbering System (DUNS) Number is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

16. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant

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whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

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10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

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Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;

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- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work and Budget

\$4,950,000 of the coronavirus state fiscal recovery fund —federal appropriation is provided solely to Clallam county to provide grant funds to support the preservation of private marine transportation activities and jobs associated with such activities that have been directly impacted by the closure of the United States-Canada border during the COVID-19 pandemic.

(a) To be eligible for a grant from the county the business must:

- (i) Apply for or have applied for the grant from the county;
- (ii) Have expenses that are necessary to continue business operations and the expense is not a federal, state, or local tax, fee, license, or other government revenue;
- (iii) Provide documentation to demonstrate that the expense is not funded by any other government or private entity;
- (iv) Demonstrate the business was actively engaged in business, and as a result of the border closures the business temporarily totally closed operations;
- (v) Have experienced at least a significant reduction in business income or activity related to United States-Canada border closures;
- (vi) Agree to operate in accordance with the requirements of applicable federal, state, and local public regulations including health and safety measures;
- (vii) Demonstrate significant economic contribution of their business to the state and local economy; and
- (viii) Be a majority United States owned entity operating a United States flag vessel registered and operated under the laws of the United States.

(b) Grant funds may be used only for expenses incurred on or after March 1, 2020. Eligible expenses for grant funds include:

- (i) Upgrading physical workplaces to adhere to new safety or sanitation standards;
- (ii) Procuring required personal protective supplies for employees and business patrons and clients;
- (iii) Updating business plans;
- (iv) Employee costs, including payroll, training, and onboarding;
- (v) Rent, lease, mortgage, insurance, and utility payments;
- (vi) Securing inventory, supplies, and services for operations; and
- (vii) Maintenance and operations costs associated with vessel operations.

(c) The county must submit a report to the Department of Commerce by June 30, 2022, outlining the use of funds, specific expenditures of the grantees, and revenue and expenses of the grantees including additional government or private funds or grants received.

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 11/01/2021

Budget Hearing/Meeting Date: 11/30/2021

- X **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19961.291	Budget Name	NonDept – American Rescue Plan Act
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291	NonDept – American Rescue Plan Act	33321.02.7000	ARPA DOC Private Marine Transportation	4,950,000
Total				4,950,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291	NonDept – American Rescue Plan Act	51420.41.0581	Black Ball Transportation, Inc.	4,950,000
Total				4,950,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional ARPA funding in the amount of \$4,950,000 to be used to support the preservation of private marine transportation activities and jobs that have been directly impacted by the closure of the United States-Canada border during the COVID-19 pandemic.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

A handwritten signature in black ink, appearing to be "J. Cool", written over a horizontal line.

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AGENDA ITEM SUMMARY

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

2C
11/19/21

Department: Parks, Fair & Facilities

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 11.09.2021**

Required originals approved and attached? ☐

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # **301 21003**

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Notice of Call For Bids

Documents exempt from public disclosure attached: ☐

Executive summary:

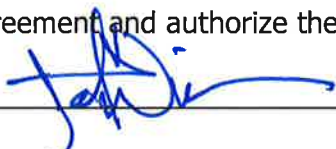
Attached is an Agreement with McCrorie Carpet One for the Carpet Replacement in Superior Court II Courtroom and Hallway Project.

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?** ☐

Yes. Funding for this project is approved in the 2021 REET I Projects fund.

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

I recommend the Board approve the attached Agreement and authorize the Chair to sign.

County Official signature & print name:  Joel G. Winborn

Name of Employee/Stakeholder attending meeting: Joel G. Winborn (via ZOOM)

Relevant Departments: Superior Court II/Parks, Fair & Facilities

Date submitted: 11.02.2021

* 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)



BID, RFP, OR QUOTE CONFIRMATION

****FORMAL BID OR RFP** ☒ **INFORMAL QUOTE** ☐

Opening or Solicitation Date: 10.26.2021

Department: Parks, Fair & Facilities

Description of Purchase, Project, or Proposal: (Contract #301-21003)

Carpet replacement for Superior Courtroom II and Hallway

Bidder 1: McCrorie Carpet One
Total Price*: \$27,601.02 **Meets All Bid Requirements?** Yes
Comments: Sole/Low Bidder

Bidder 2: Continental Flooring Company
Total Price*: No Bid **Meets All Bid Requirements?** NA
Comments: Bid arrived late and was not opened.

Bidder 3:
Total Price*: **Meets All Bid Requirements?**
Comments:

Bidder 4:
Total Price*: **Meets All Bid Requirements?**
Comments:

Bidder 5:
Total Price*: **Meets All Bid Requirements?**
Comments:

Recommended Action and Reason:

I recommend the Board approve the attached Agreement and authorize the Chair to sign.

County Official Signature:  Joel G. Winborn

Date Submitted: 10.28.2021

* Including Tax, Shipping, etc. If county is including alternatives or options, price for each bidder should include the same alternatives or options.

** See Purchasing and Contracting Policy 560 for detailed requirements

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**Project Name: CARPET REPLACEMENT – SUPERIOR COURT II
COURTROOM & HALLWAY**

Project Number(s): 2007FAC

This agreement is entered into between Clallam County, a political subdivision of the State of Washington, hereafter called "County" and **McCrorie Carpet One, 547 N. Oakridge Drive Port Angeles, WA 98362** hereinafter called "Contractor". The Owner and Contractor agree as set forth below:

1. This Agreement is comprised of the Bidding Documents, Contract Documents, the Agreement, Plans and Specifications as described in the Contract Documents, Addenda issued prior to execution of this Agreement and modifications issued after execution of this Agreement.
2. The Contractor shall execute the entire work described in the Bidding and Contract Documents.
3. The date of commencement is the date the Contractor receives a signed copy of this Agreement by the Board of Commissioners which shall be considered the notice to proceed.
4. **The Contractor shall achieve Substantial Completion of the entire work no later than February 11, 2022, subject to adjustments provided for in the Contract Documents. All work shall meet Final Completion no later than February 18, 2022. Note: All Courtroom II work must be completed from February 7, 2022 through February 10, 2022.**
5. The Owner shall pay the Contractor in current funds for Contractor's performance of the Contract the Contract Sum of **Twenty Seven Thousand Six Hundred One Dollars and Two Cents (\$27,601.02)**, subject to additions and deductions as provided in the Contract Documents.
6. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
Alternates/Unit Pricing:

Alternate #1: NA

Unit Price #1: NA

7. Progress Payments
 - a. The Owner shall make progress payments to the Contractor on account of the Contract Sum as provided for below and elsewhere in the Contract Documents.
 - b. The Contractor shall submit Application for Payment on AIA Document G702 forms not more than once per month or Contractor's own form with same information found on G702 Forms.
 - c. The Contractor shall submit Application for Payment prior to the last day of each calendar month to the Owner or Owner's Representative Engineer.
 - d. The Owner shall make progress payments within 15 calendar days of receipt of Application for Payment and certification that work has progressed satisfactorily.
 - e. Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Engineer may require. This schedule, unless objected to by the Owner or Owner's Engineer, shall be used as a basis for reviewing the Contractor's Applications for payment.
 - f. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

- g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- ☐ Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less Retainage of five percent. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.
 - ☐ Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction less Retainage of five percent.
 - ☐ Subtract the aggregate of previous payments made by the Owner; and
 - ☐ Subtract amounts, if any, for which the Owner or Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions.
8. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct non-conforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a Final Certificate for Payment has been issued by the Owner or Owner's Representative Engineer; such final payment shall be made by the Owner not more than 30 days after the issuance of the Owner or Owner's Representative Engineer's final Certificate for Payment, punch list is completed and all close-out paperwork and documents have been submitted to the Owner including Department of Revenue clearance.
9. Other documents, if any, forming part of the Contract Documents are as follows:
- A. UBI Certification # 601090582 (copy to be attached to Agreement)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2021.

CONTRACTOR:

(By) _____

(Its) pres.

Date: 11/1/21, 2021

OWNER:

Clallam County Commissioners

Mark Ozias, Chair

Attest:

This Contract has been Approved As To Form by the
Clallam County Prosecuting Attorney

Loni Gores, Clerk of the Board

END OF SECTION 00500



AGENDA ITEM SUMMARY

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

39
11/19/21

Department: Prosecuting Attorney's Office

WORK SESSION ☒ Meeting Date: November 1, 2021

REGULAR AGENDA ☒ Meeting Date: November 9, 2021

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 |

Documents exempt from public disclosure attached: ☐

Executive summary: A Franchise Agreement with Maple View Farm was authorized and adopted by Clallam County in 2001 for a twenty (20) year term allowing the location of a waste water transmission line within certain County properties. It is recommended that the franchise agreement be renewed for a term of five (5) years while the Clallam County Treasurer reviews financial terms and monetary returns on this and other franchise agreements.

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? ☐

Recommended action: It is recommended that the Board consider signing a call for public hearing for the proposed draft ordinance.

County Official signature & print name: Bert De Baughen

Name of Employee/Stakeholder attending meeting: Angi Klahn, Mark Lane

Relevant Departments: Finance, Prosecutor

Date submitted: 10/21/2021

- * 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)

Agenda Item Summary
Revised: 3-04-2019

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

PUBLIC HEARING
Proposed Clallam County Ordinance
Titled Farm Waste Line Facility Franchise

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, November 23, 2021 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Ordinance listed above. The proposed Ordinance is available on the County website
<http://www.clallam.net/bocc/drafts.html>

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

This meeting can be viewed on a live stream at this link: <http://www.clallam.net/features/meetings.html>

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

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: Ordinance Adopting Code Chapter Titled Farm Waste Line Facility Franchise

SUMMARY OF PROPOSED CHANGES:

Adoption of Clallam County Code Chapter Title Farm Waste Line Facility Franchise.

This Ordinance will grant a franchise for the term of five (5) years to Maple View Farms to construct, extend, connect, repair, maintain, operate and remove manure line facilities along, the county roads within Clallam County.

Publish: November 5, 2021
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

ORDINANCE NO., _____ 2021

An ordinance granting to MAPLE VIEW FARM a franchise for use of county roads.

Farm Waste Line Facility Franchise

Sections:

010	Application for Franchise
020	Hearing on Franchise
030	Grant of Franchise
040	Reservation of Rights
050	Record of Franchise
060	Severability
070	Effective Date

010 Application for Franchise. An application for a water transmission line facilities franchise to allow the location of certain utilities within certain county properties has been signed by Ben Smith, Managing Partner of Maple View Farm, dated _____. The approved application is attached hereto as Exhibit A and is by this reference expressly incorporated herein.

020 Hearing on Franchise. The Board of Clallam County Commissioners (Board) has conducted a public hearing in regard to the request for franchise. Public notice of the hearing was given by posting notices in three public places in Port Angeles, the county seat of Clallam County, at least fifteen days before the date fixed for the hearing and by publishing a like notice two times in the official newspaper of the county not less than five days before the date fixed for the hearing. The notice stated the name(s) of the applicant; a description of the county property by reference to section, township, and range; and the time and place fixed for the hearing.

030 Grant of Franchise. The Board deems it to be in the public interest to grant the franchise as described in the attached Exhibit A.

040 Reservation of Rights. The franchise granted by this ordinance shall be subject to the power of eminent domain and the right of the Board or the people acting for themselves through the initiative or referendum to repeal, amend, or modify the franchise in the interest of the public.

050 Record of Franchise. This chapter shall be recorded with the County Auditor.

060 Severability. If any section, subsection, paragraph, sentence, clause or phrase of the chapter is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this chapter, it being hereby expressly declared that this chapter and each section, subsection, paragraph, sentence, clause, and phrase thereof would have been adopted irrespective of the fact that any one (1) or more other sections, subsections, paragraphs, sentences, clauses, or phrases be declared invalid or unconstitutional.

070 Effective Date. This chapter shall take effect ten (10) days after adoption.

PASSED AND ADOPTED this _____ day of _____, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

William Peach

ATTEST:

Loni Gores
Clerk of the Board

UTILITIES FRANCHISE

Granted by Clallam County Board of Commissioners to

MAPLE VIEW FARM

This franchise to construct, extend, connect, repair, maintain, operate and remove manure line facilities along, the county roads within Clallam County ("County") is granted to Maple View Farm ("Grantee") upon the following express terms and conditions:

1. DEFINITIONS: The term "county roads" or "roads" as used herein shall include, but not be limited to, county road, avenues, alleys, streets, boulevards, public ways, public rights-of-way, viaducts, and bridges. Specifically, the road included in this franchise is the west side of Schmuck Road, Road #54070 from milepost 0.36 to milepost 1.18 The geographic location is in Sections 16 and 21, Township 30 North, Range 3 West, W.M.
2. LOSS OF JURISDICTION: Whenever any of the roads as designated in this franchise shall fall outside the County's authority by reason of change in political jurisdiction such as by subsequent incorporation or annexation, then all the rights and privileges herein granted shall terminate in respect to said roads; but this franchise shall continue in force and effect in respect to all roads not so removed from County authority.
3. POWERS: The Grantee shall have the right and authority to enter over, under, along, across, and upon the above-mentioned roads for the purpose of construction, extension; connection, repair, maintenance, operation, and removal of facilities as authorized herein in conformity with such county, state, and federal codes, regulations and standards, as now enacted or hereafter amended, governing such facilities.
4. TERM: The franchise granted by this ordinance shall last for a term of Five(5) years from the date of this grant unless terminated for reasons of material noncompliance with the terms of this franchise, by either party upon 180 days written notice to the non-terminating party. Said notice of termination shall be deemed complete on the third day following mailing to, by certified mail, return receipt requested, or upon personal service at, the non-terminating party's principal place of business.
5. PERMITS: Before any work is done by the Grantee under this franchise, it shall first file with the Clallam County Road Engineer (hereinafter the Engineer) an application for a permit to do such work, accompanied by design drawings in triplicate showing the position, location, and type of facilities sought to be constructed, extended, connected, repaired, maintained, operated or removed, showing the relative positions to existing roads and property lines. Such prints shall be submitted on 24-inch by 36-inch or smaller paper (but not smaller than 8-1/2"x11 "). Such drawings shall be drawn to scale 1 inch = 50 feet (unless otherwise approved). Such drawings shall give an accurate graphic representation of local improvements including, but not limited to, sidewalks, roadways, property lines, turnouts, parking strips, telephone lines, electric lines, poles, conduits, culverts, ditches, drainage facilities, sewer lines, water lines, as may exist over, under, along, and upon the

roads sought to be occupied and immediately adjacent thereto and said locations shall be drawn in such a manner that identification in the field is possible. Such drawings shall indicate the nature of the materials being installed (e.g.: concrete, PVC, HDPE, asbestos cement, copper, steel, treated wood, etc.). Such drawings shall also show the location by cross sections of the utility to be installed by the Grantee.

The Engineer shall either approve and issue the permit, approve subject to conditions, or reject the application. If the application is rejected, the Engineer shall provide the Grantee, in written form, with an explanation of the reasons that the application was rejected.

Permits shall not be required for work performed by Grantee's personnel, contractors, and equipment relating to the following, provided that no obstruction, improvement, or construction is located so as to constitute a hazard to motor or pedestrian traffic:

- a. Tree trimming and brushing, unless the vegetation in need of trimming or brushing is the subject of a "no trim" agreement between Clallam County and the property owner, his heirs, successors, or assigns, where the vegetation is located. The Grantee shall contact the County Engineer prior to trimming or brushing to ascertain whether or not a tree trimming agreement is in effect.;
- b. Maintenance repairs where no damage to the road or its appurtenances will occur;
- c. Installation of customer service laterals from existing lines where no damage to the road or its appurtenances will occur;
- d. Emergency work provided that Grantee shall notify the Engineer of the nature and scope of said emergency work as soon thereafter as possible but in no event later than forty-eight (48) hours after commencement of said emergency work and shall provide the Engineer, if requested to do so, with as-built drawings which are consistent with the requirements for permit drawings hereunder.

6. COMPLIANCE WITH LAW AND STANDARDS: The Grantee shall construct, extend, connect, repair, maintain, operate, and remove its facilities at its own risk. The Engineer may inspect said construction, extension, repair, maintenance, or removal to determine whether the construction, extension, repair, maintenance, or removal materially or adversely impacts the county road. Approval by the Engineer of the construction, extension, repair, maintenance, or removal shall not be construed as an approval of the nature, extent, quality, or workmanship of the Grantee's work and shall be construed to mean nothing other than that the Grantee's work does not materially adversely impact the physical characteristics of the county road. The location of all the Grantee's facilities, their depth below or height above the surface of the ground or grade of any road, and their lateral location in relation to the road centerline shall be in compliance with all county, state, and federal codes, regulations, and standards, including WAC 136-40. All underground facilities shall be installed with a locate wire of 10-gauge stranded copper wire with 600 volt insulation; Essex, or approved equal. Where conflicts occur between the aforesaid codes, regulations, and standards vs. the terms of this franchise, the stricter of the two shall apply. The Grantee shall at all times insure

that its construction, extension, connection, repair, maintenance, operation, and removal of its facilities does not diminish the safety of the public using, or in proximity to, county roads.

7. RECORDS: Grantee shall at all times keep at its principal place of business full and complete plans, maps, and records showing the location and details of all franchise facilities located over, under, along, across, or upon the roads. Grantee shall make copies of the maps, plans, and records available, free of charge, County at any time upon request: Such maps shall be drawn in the same manner as design drawings as set forth in Section 5 of this franchise, showing the location of all franchise facilities installed over, under, along, across, or upon the roads within the limits of Clallam County. One complete set of said maps, plans, and records shall be provided on reproduction quality mylar or, alternatively, up to four sets shall be provided on paper. Maps, plans, and records may be provided in electronic form, instead of mylar or paper, if approved by the County.

In addition to the above described plans, maps, and records the Grantee shall maintain a paper or mylar map at a scale of 1 inch = 2000 feet (or other scale approved by the County) showing all county roads within the bounds of this franchise and showing where Grantee's facilities are located in respect to said roads. An up to date copy of this map shall be provided, free of charge, annually to the County.

8. RESTORATIONS AND MAINTENANCE: The Grantee shall leave all roads in as good and safe condition in all respects as they were before the commencement of such work by the Grantee, its officers, agents, contractors, or employees, or in such condition as meets with the approval of the Engineer.

In case of any damage to said roads or their appurtenances, including, but not limited to, turnouts, gutters, curbs, ditches, wood or concrete walks, drain pipes, culverts, catch basins, manholes, hand or guard rails, retaining walls, bridges, trestles, wharves or landings, or to the property of third parties, resulting from any work performed or failed to be performed by the Grantee, the Grantee agrees to immediately repair said damage at its own cost and expense to the satisfaction of the Engineer. Clallam County may at any time, do, order, and have done any and all work considered necessary to restore to a good and safe condition any such roads or appurtenances left by the Grantee, its officers, agents, contractors, or employees in a condition different from that which existed prior to the work and the Grantee, upon demand, shall pay to the County all costs of such construction or repair and of doing such work; provided, that Clallam County shall have first made written demand upon the Grantee to perform the work necessary to return the road or appurtenances to the condition which they existed prior to the work by the Grantee, and the Grantee shall have failed, for a period of forty-eight (48) hours after receipt of such written demand, to commence the work necessary to return the road or appurtenance to its pre-existing condition. Provided further, that in the event it is reasonably determined by Clallam County that an emergency exists, which requires immediate restoration, then the County may perform such work and the Grantee shall pay all reasonable costs thereof.

The grantee shall trim brush, grass, trees, and all other vegetative matter from within the county right of way within a 10-foot radius of all aboveground appurtenances so as to aid in visual location of the utilities by county personnel. Trimming shall be performed as necessary to keep vegetative growth shorter than the appurtenance. Herbicides and other chemical agents shall not be used.

9. **HOLD HARMLESS :** The Grantee shall defend and indemnify Clallam County, its officers, agents, and employees, and any and all other public agencies and their members, officers, agents, and employees, against any and all claims, demands, suits, actions, damages, expenses and costs, including a reasonable attorney fee, for injury to or death of any person or any damage to any property caused by the fault of the Grantee, as defined in R.C.W. 422.015, as now enacted or hereafter amended, its officers, agents, contractors, or employees, by any manner whatsoever, in the construction, extension, connection, repair, maintenance, operation, or removal of its facilities, or arising out of the exercise of any right or privilege under this franchise.

The Engineer shall notify Grantee, in writing, as soon as practicable after the presentation of any claims, demands, suits, actions, damages, expenses or costs (collectively "claims") made or accrued against the County on account of any fault on the part of Grantee. Failure by the Engineer to notify Grantee properly in accordance with the foregoing of any such claims against the County shall not release Grantee from its obligation to defend or indemnify the County unless Grantee can establish that it has been materially prejudiced by such failure.

Approval by the county pursuant to Section 5 of this franchise shall be no defense for avoidance of this covenant.

10. **CONCURRENT POWERS:** The construction, extension, connection, repair, maintenance, operation, or removal of the Grantee's facilities shall not preclude Clallam County, its officers, agents, contractors, or employees from blasting, grading, or doing other necessary road work contiguous to the Grantee's facilities, provided that the Grantee shall have advance notice of said blasting, excavating, or embanking in order that the Grantee may protect its facilities.

If, at any time, Clallam County, deems it advisable to improve any of its roads by, including, but not limited to, grading, regrading, paving, altering, repairing, realigning, widening, or draining, the Grantee, upon advance notice by Clallam County, shall, at its own expense, except as detailed below, promptly so raise, lower, or move its facilities to allow Clallam County to complete its road improvements and to conform to such improved roads and the County shall in no way be held liable for any damages to Grantee that may occur by reason of the County's improvements or by the exercise of any rights so reserved in this section or grant, except as a result of negligence or fault on the part of the County. Said advance notice shall indicate the date by which the Grantee is required to raise, lower, or move its facilities and said notice will be given to the Grantee in advance of said date by a length of time consistent with the urgency of the situation (less time for emergencies and more time for scheduled projects). Clallam County will strive for as much advance notice as is practical so as to allow time for designing, bidding, and completing the work. Failure of the Grantee to raise, lower or move its facilities by the date set forth in the written notice shall entitle Clallam County to liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day of non-compliance. Said dollar amount will increase in accordance with Section 18, Inflation Adjustments.

The Grantee shall raise, lower, or move its facilities at the County's expense if the Grantee shall have prior easement or right-of-use rights, or as otherwise agreed to between the parties.

11. FRANCHISE NOT EXCLUSIVE: This grant or privilege shall not be deemed or held to be an exclusive franchise. It shall in no manner prohibit Clallam County from granting other franchises of a like nature for other public or private purposes over, under, along, or upon any of the county roads and shall in no way prevent or prohibit Clallam County from using any of said roads or affect its jurisdiction over them or any part of them, with full power to make all necessary changes, relocation, repairs, maintenance, etc., as it deems fit.
12. ASSIGNMENT: Except for assignment or hypothecation for security purposes, Grantee shall not have the right to assign the franchise or otherwise transfer it in any manner whatsoever, or sell, lease, license, or permit others to use or transfer in any manner whatsoever any interest in all or any part of its facilities that are installed or operated hereunder, except on prior written approval of the Board of Clallam County Commissioners, which consent shall not be unreasonably withheld.
13. FORFEITURE: The franchise may be forfeited, at the option of the County, upon failure or violation by Grantee to observe the material terms and conditions set forth herein. Forfeiture may be exercised only following written notice to Grantee of failure to observe the terms and conditions hereof, detailing the breach of this franchise with specificity, followed by Grantee's failure or refusal to eliminate or correct such failure or to commence correction of such within 120 days. In the event of any failure or violation, the County may bring suit in the manner provided by law for the forfeiture of the franchise without the necessity of resorting to procedures in quo warranto, and the exercise of such remedy of forfeiture shall not preclude exercise of any other right or remedy given to the County by law, whether exercised concurrently or subsequently.
14. ABANDONMENT: Grantee may at any time abandon the rights and authority granted hereunder, provided that six (6) months' prior written notice of intention to abandon is given to the Board of County Commissioners and provided further that all roads occupied by Grantee's facilities are restored to that condition existing immediately before such facilities were removed.
15. AMENDMENTS: Clallam County reserves for itself the right at any time upon forty-eight (48) hours' notice to the Grantee to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any local, state, or federal law or regulation or recognized engineering practice relating to the public welfare, health, safety, or highway design as may hereinafter be adopted or recognized.
16. MONUMENT REFERENCE: Before any work is performed under this franchise, the Grantee shall reference all monuments and markers of every nature relating to subdivision plats, highways, and all other surveys that are affected by such work. The reference points shall be so located that they will not be disturbed during the Grantee's operations under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the Engineer before placement. The replacement of all such monuments or markers disturbed during the Grantee's operation shall be made as expeditiously as conditions permit and as directed by the Engineer. The cost of monuments or other markers lost, destroyed, or disturbed and the expense of replacement of approved monuments shall be borne by the Grantee. Said reference and replacement of monuments shall be performed by a surveyor licensed by the State of Washington or such other person authorized by state law to prepare and file a survey.

17. REMOVAL: Except as otherwise provided herein, within six (6) months after the use of any facilities has been permanently discontinued or this franchise expires or is otherwise terminated, Grantee shall forthwith remove its facilities from the roads. Grantee shall restore such roads to that condition existing immediately before such facilities were removed; provided that such property shall not be removed if the Engineer shall reasonably determine that such removal will cause unreasonable damage to such roads and provided further, that should the Engineer request that any facilities be allowed to remain in place for the use of the County or other franchise(e), then such facilities shall not be removed, and title thereto shall be transferred to County at no cost to the County. The Engineer may, at his discretion, permit facilities to be abandoned in place, provided that Grantee provide the Engineer with a detailed description of the facilities being abandoned (type of material, condition, size, extent, etc.), and provided such facilities are not considered hazardous, problematic, or otherwise undesirable, and further provided that Grantee shall submit to the Engineer an instrument transferring to the County ownership of such facilities. Said instrument shall certify that the utilities being abandoned are disconnected from service and are inactive. In the event that the Grantee does not forthwith remove its facilities as required herein, Clallam County reserves the right to effect such removal and assess all reasonable costs associated therewith against the Grantee. Upon presentation of an invoice, the Grantee shall pay the amounts stated therein to Clallam County.
18. INFLATION ADJUSTMENTS: The dollar amounts fixed under this franchise in Section 10, Concurrent Powers, shall be increased annually on the anniversary date of this franchise by Three and One-Half percent (3.5%),

INFLATION ADJUSTMENTS: The dollar amounts fixed under this franchise in the second paragraph of Section 24, Compensation, shall be increased annually on the anniversary date of this franchise by Three and One-Half percent (3.5%).

The dollar amounts fixed under this franchise in Section 19, Insurance, and in Section 20, Performance Bond, shall be increased to not less than one hundred fifty percent (150%) of the original amount at the tenth (10th) anniversary date of this franchise and shall be increased to not less than two hundred percent (200%) of the original amount at the fifteenth (15th) anniversary date of this franchise.

19. INSURANCE: Grantee shall maintain in full force and effect during the term of this franchise public liability and property damage insurance in the following amounts:

Bodily injury, including death
\$1,000,000 per person
\$2,000,000 per occurrence

Property damage
\$1,000,000 per occurrence

Clallam County, its officers, and employees shall be named as additional insureds and a certificate of insurance establishing coverages, limits of coverage and insureds shall be provided to Clallam County within thirty (30) days after the date the franchise is passed and adopted by the Clallam

County Commissioners. Failure to provide a certificate of insurance to Clallam County or to maintain insurance as required herein shall constitute failure of consideration and this franchise shall be void and a nullity provided that Clallam County shall have first given written notice to Grantee of its failure to provide insurance, and Grantee shall not, within ten working days of the receipt of such notice, have corrected the deficiency. No termination or change in the coverage provided herein shall be effective without 30 days prior notice to the county and the certificate shall provide for said notice to the County. Said dollar amount will increase in accordance with Section 18, Inflation Adjustments.

20. **PERFORMANCE BOND:** Grantee shall furnish an executed bond in substantially the form furnished by Clallam County and signed by an approved surety in the amount of Fifteen Thousand Dollars (\$15,000.00). This bond shall be conditioned upon the faithful performance of the Grantee's responsibilities hereunder. The bond shall provide that the surety agrees to protect and indemnify Clallam County against any direct or indirect loss claimed by reason of failure of the Grantee to faithfully perform its responsibilities hereunder. The bond shall be provided to Clallam County not less than thirty (30) days prior to commencing work on County property. The Grantee shall provide, annually, verification of its possession of a current bond. Said dollar amount will increase in accordance with Section 18, Inflation Adjustments.

. As an option to furnishing an executed bond as provided for above, the Grantee may deposit the sum of Fifteen Thousand Dollars (\$15,000.00) with Clallam County. The deposit shall be retained in a fund by the County in an interest bearing escrow account in a bank, mutual savings bank, or saving and loan association. Escrow instructions shall be established by Clallam County directing that upon written request of the Grantee any earned interest remaining after deductions for escrow fees and inflation adjustments shall be released to the Grantee on each anniversary date of this franchise agreement, for the life of this franchise agreement; Provided that said funds shall not be returned to the Grantee at the termination of the franchise if there are claims by Clallam County outstanding; Further provided that payment of any escrow fees charged by the institution shall be the responsibility of the Grantee. The cash bond shall be provided to Clallam County not less than thirty (30) days prior to commencing work on County property. Said dollar amount will increase in accordance with Section 18, Inflation Adjustments.

In the event that Grantee shall request a permit to perform construction, pursuant to Section 5, which will involve the Grantee's affecting, as the result of the process of construction, maintenance or removal of facilities, roadways or appurtenances of Clallam County, and the total aggregate sum to repair such roadways or facilities from the disruptions caused to those facilities by the proposed work of the Grantee exceeds the amount of Fifteen Thousand Dollars (\$15,000.00), then the Engineer, in issuing a permit for such work, may require the Grantee to provide an additional performance bond or cash deposit in an amount not to exceed 125% of the Engineer's reasonable estimate of the costs and damages which might accrue to Clallam County by reason of the Grantee's failure to properly perform the proposed work. Such a performance bond or cash deposit shall be conditioned in the same manner as provided for the above referenced performance bond and deposit. Upon satisfactory completion of the work, the excess performance cash deposit over Fifteen Thousand Dollars (\$15,000.00) shall be refunded to the Grantee. Under no circumstances shall the Grantee's performance responsibilities hereunder fall below Fifteen Thousand Dollars (\$15,000.00).

21. SEVERABILITY: If any article, section, sentence, clause, or phrase of this ordinance is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the franchise or any of the remaining portions. The invalidity of any portion of this franchise shall not abate, reduce, or otherwise affect any consideration or other obligation required of Grantee.
22. ADDITIONAL POWERS: This franchise shall be subject to the power of eminent domain and the right of the Board of Clallam County Commissioners or the people acting for themselves through the initiative or referendum to repeal, amend, or modify the franchise in the interests of the public.
23. ENFORCEMENT: In the event that Clallam County seeks judicial enforcement of any term of this agreement, the Grantee shall reimburse Clallam County for all disbursements and costs incurred, including a reasonable attorney's fee, if Clallam County prevails and expert witness fees.
24. COMPENSATION: In consideration for the granting of this franchise, Grantee shall pay Clallam County for the actual costs incurred by the County in the processing and administration of this franchise. An advance deposit of \$1,000.00 shall be paid with submittal of the franchise application. Said \$1,000.00 deposit will be placed in a non-interest bearing Treasurer's suspense fund to be dispersed to County and possibly partially refunded to Grantee after the Grantee's facilities are installed and approved by the County. An accounting of actual costs will be sent to Grantee within 30 days of the completion and approval of the work. Payment to cover actual costs over \$1,000.00 shall be paid by Grantee within 30 days of billing by Clallam County. If \$1,000.00 has not been expended, the difference between the actual costs and \$1,000.00 shall be refunded to Grantee.

In additional consideration for the granting of this franchise the Grantee shall pay Clallam County the sum of Five Hundred Dollars (\$994.86) per year each and every year that this franchise is in effect. Said compensation shall be paid within 30 days of the granting of this franchise and annually within 30 days of each anniversary date thereof. Said dollar amount will increase in accordance with Section 18, Inflation Adjustments. '

25. CONTACTS/NOTICES: Any notices required to be given under this franchise shall be given by certified mail, return receipt requested, to the designated contact. The following identified persons shall be the designated contact persons for administration of this franchise:

FOR GRANTEE:	Contact Name:	Ben Smith
	Mailing Address	Maple View Farm 373 Schmuck Road Sequim, WA 98382
	Billing Address	Maple View Farm 373 Schmuck Road Sequim, WA 98382

Phone Number (360)-683-3465

Pager Number (360) -681-5701

FOR COUNTY

County Road Engineer
Clallam County Courthouse
223 East 4th Street
P.O. Box 863
Port Angeles, WA 98362

Phone Number - (360) 417-2319

Notice of any changes in the contact person, address, or telephone number for the Grantee shall be communicated to the County, in writing, within 3 business days.

26. EFFECTIVE DATE CLAUSE: This franchise shall become effective upon adoption of the ordinance granting it, which is ten days following signature of such ordinance.
27. ACCEPTANCE AND APPLICATION: The undersigned hereby accepts all the rights and privileges of this franchise, if approved by the Board of Clallam County Commissioners, subject to all the terms, conditions, stipulations, and obligations contained herein. The undersigned hereby applies for this franchise.

COMPANY NAME _____

BY (SIGNATURE) _____ Date _____

(PRINT) _____

TITLE _____

SEAL OR STAMP

State of Washington
County of Clallam

I certify that I know or have satisfactory evidence
that _____
is the person who appeared before me, and said
person acknowledged that (he/she) was
authorized to execute the instrument and
acknowledged it as the _____ of
(type of authority, e.g. (officer, president, trustee, etc))

(name of company or party on behalf of whom instrument was executed)

to be the free and voluntary act of such party for
the uses and purposes mentioned in the
instrument.

Dated: _____

Signature: _____

Title: _____

Residing at: _____

My appointment ends: _____

PASSED AND ADOPTED BY:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

William Peach

Date: _____

ATTEST:

Loni Gores
Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney
Clallam County



AGENDA ITEM SUMMARY

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

3b
11/9/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 11-01-21

REGULAR AGENDA ☒ Meeting Date: 11-09-21

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:

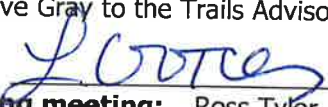
Vacancies exist on the Trails Advisory Committee due to the expiration of terms. A press release was issued during the month of August 2021 soliciting applications from interested citizens and public representatives. Steve Gray submitted a request to be reappointed to the Clallam County Road Department/ Ex officio position.

Ross Tyler, County Engineer, endorses the reappointment of Steve Gray to the Trails 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 Steve Gray to the Trails Advisory Committee.

County Official signature & print name:  Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Ross Tyler

Relevant Departments: Public Works/Roads/BOCC

Date submitted: 10-25-21

* 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)

Reappointing Steve Gray 11-09-21
Revised: 3-04-2019



RESOLUTION _____, 2021

REAPPOINTING A MEMBER TO THE TRAILS ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Trails Advisory Committee due to the expiration of terms.
2. A press release was issued during the month of August 2021 soliciting applications from interested citizens and public representatives. Steve Gray submitted a request to be reappointed to the Clallam County Road Department/ Ex officio position.
3. Ross Tyler, County Engineer, endorses the reappointment of Steve Gray to the Trails Advisory Committee.

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

1. **Steve Gray** is reappointed as the Clallam County Road Department/Ex officio representative for a term expiring December 31, 2023.

PASSED AND ADOPTED this ninth day of November 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

A22.177
Appointee
Public Works



AGENDA ITEM SUMMARY

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

3C
11/9/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 11-01-21

REGULAR AGENDA ☒ Meeting Date: 11-09-21

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:

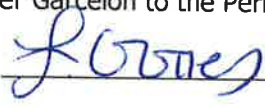
Vacancies exist on the Permit Advisory Board due to resignations and expiration of terms. A press release was issued in August 2021 to solicit applications from interested citizens and public representatives.

The current Environmental Health Division Manager submitted an application for the ex-officio Environmental Health Division Manager position.

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 appointing Jennifer Garcelon to the Permit Advisory Board.

County Official signature & print name:  Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Mary Ellen Winborn/Annette Warren

Relevant Departments: DCD/BOCC

Date submitted: 10-25-21

* 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)

Appointing Jennifer Garcelon 11-09-21
Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE PERMIT ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Permit Advisory Board due to resignations and expiration of terms.
2. A press release was issued in August 2021 to solicit applications from interested citizens and public representatives.
3. The current Environmental Health Division Manager submitted an application for the ex-officio Environmental Health Division Manager position.

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

1. **Jennifer Garcelon** is appointed as the ex-officio Environmental Health Division Manager representative for a standing term.

PASSED AND ADOPTED this ninth day of November 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

cc: A22.171
Appointee
DCD



AGENDA ITEM SUMMARY

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

49
11/9/21

Department: BOCC/Finance

WORK SESSION ☒ Meeting Date: 11/08/2021

REGULAR AGENDA ☒ Meeting Date: 11/09/2021

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

☒ Call for Hearing

☒ Resolution

☐ Draft Ordinance

☐ Contract/Agreement/MOU**

☐ Proclamation

☐ Final Ordinance

Contract #

☐ Budget Item

☐ Other:

Documents exempt from public disclosure attached: ☐

Executive Summary:

Notice of hearing for Resolutions regarding the General Purpose Property Tax, the Road Fund Property Tax and Conservation Futures levies to be held on Tuesday, November 30, 2021 at 10:30 AM.

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?** ☐

No budgetary impact at this time.

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

Approve a notice of hearing to be published November 19 and 26, 2021.

County Official signature & print name: Debi Cook

A handwritten signature in cursive script, appearing to read "Debi Cook", written over a horizontal line.

Name of Employee attending meeting: Debi Cook, Mark Lane

Relevant Departments: BOCC, Finance

Date Submitted: 11/02/2021

* 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)

PUBLIC HEARING

Resolutions on proposed Levies for the General Purpose Property Tax,
the Road Fund Property Tax and Conservation Futures Property Tax

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, November 30, 2021 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the Resolutions listed above. All proposed Resolutions are available on the County website www.clallam.net or a free copy can be mailed to you upon request.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

This meeting can be viewed on a live stream at this link: <http://www.clallam.net/features/meetings.html>

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

Public comment and questions can be directed to mlane@co.clallam.wa.us and agores@co.clallam.wa.us.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Resolutions on proposed Levies for the General Purpose Property Tax, the Road Fund Property Tax and Conservation Futures Property Tax

SUMMARY ON RESOLUTIONS ON PROPOSED LEVIES:

Notice is hereby given Clallam County will adopt by Resolution(s) of the Board:

- 1) Establishing the 2022 General Purpose Property Tax Levy for Clallam County
- 2) Establishing the 2022 Road Fund Property Tax Levy for Clallam County
- 3) Establishing the 2022 Conservation Futures Property Tax Levy for Clallam County

BOARD OF CLALLAM COUNTY COMMISSIONERS

Publish: November 19 and 26, 2021
Bill: Board of Commissioners

Mark Ozias, Chair



BUDGET RESOLUTION _____, 2021
ESTABLISHING THE 2022 GENERAL PURPOSE PROPERTY TAX LEVY
FOR CLALLAM COUNTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Board of Clallam County Commissioners gave notice on November 9, 2021 that a Resolution establishing a general purpose property tax levy would be adopted by Resolution on November 30, 2021.
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 7, 2021 to consider the Clallam County current expense budget for the 2022 calendar year, pursuant to RCW 84.55.120.
4. The actual levy amount from the previous year is \$11,547,924.47.
5. The population of Clallam County is more than 10,000.

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

1. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2022 tax year.
2. The dollar amount of the increase over the actual levy amount from the previous year is \$115,479.24 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.

PASSED AND ADOPTED this thirtieth day of November 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: Assessor
Treasurer

LEVY LIMITATIONS WORKSHEET

TAXING DISTRICT CLALLAM COUNTY GENERAL FUND

2021 Levy for **2022** Taxes

Instructions for electronic version of form - Fill in highlighted cells all other self populate.

A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy (refund levy not included).

Year	<u>2021</u>		<u>\$11,533,810.65</u>	x	<u>101.000%</u>	=	<u>\$11,649,148.76</u>
			Highest Lawful Levy Since 1985		Limit Factor/Max Increase 101%		

B. Current year's assessed value of new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).

$$\frac{\$155,204,358}{\text{A.V.}} \times \frac{1.083011982110}{\text{Last Year's Levy Rate}} \div \frac{\$1,000}{1} = \underline{\$168,088.18}$$

C. Current year's state assessed property value less last year's state assessed property value. The remainder is to be multiplied by last year's regular levy rate (or the rate that should have been levied).

$$\frac{\$44,722,684}{\text{Current Year's A.V.}} - \frac{\$42,796,827}{\text{Previous Year's A.V.}} = \$ \frac{1,925,857.00}{\text{Remainder}}$$
$$\frac{\$1,925,857}{\text{Remainder from Line C}} \times \frac{1.083011982110}{\text{Last Year's Levy Rate}} \div \frac{\$1,000}{\text{Remainder}} = \underline{\$2,085.73}$$

D. Regular property tax limit:		A+B+C	=	\$11,819,322.67
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Parts E through G are used in calculating the additional levy limit due to annexation.

E. To find the rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area.

$$\frac{\$11,819,322.67}{\text{Total in Line D}} \div \frac{\$11,969,288,933}{\text{Assessed Value Less Annexed AV}} \times \frac{\$1,000}{1} = 0.987470745853$$

F. Annexed area's current assessed value including new construction and improvements, times the rate in Line E.

$$\frac{\text{Annexed Area's A.V.}}{\text{Rate in Line E}} \times \frac{0.987470745853}{1} \div \frac{\$1,000}{1} = 0$$

G. Regular property tax limit including annexation	D+F	=	\$11,819,322.67
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H. Statutory maximum calculation

Only enter fire/RFA rate, library rate, & firefighter pension fund rate for cities annexed to a fire/RFA or library, or has a firefighters pension fund.

$$\frac{1.800000000000}{\text{District base levy rate}} - \frac{\text{Fire or RFA Rate}}{\text{Library Rate}} + \frac{\text{Firefighter Pension Fund}}{\text{Statutory Rate Limit}} = 1.800000000000$$

<u>\$11,969,288,933</u>	×	<u>1.800000000000</u>	÷	<u>\$1,000</u>	=	<u>\$21,544,720.08</u>
A.V. of District		Statutory Rate Limit				Statutory Amount

i. Highest Lawful Levy For This Tax Year (Lesser of G and H)		=	\$11,819,322.67
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J. Tax Base For Regular Levy

1. Total district taxable value (including state-assessed property, and excluding boats, timber assessed value, and the senior citizen exemption for the regular levy)	\$11,969,288,933
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K. Tax Base for Excess and Voted Bond Levies

2. Less assessed value of the senior citizen exemption of less than \$40,000 income or 65% of the median household income for the county based on lower of frozen or market value.

3. Plus Timber Assessed Value (TAV)

4. Tax base for excess and voted bond levies	(1-2+3)	\$11,969,288,933
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Excess Levy Rate Computation - Excess levy amount divided by the assessed value in Line K4 above.

$$\frac{\text{Levy Amount}}{\$11,969,288,933 \text{ A.V. from Line K4 above}} \times \$1,000 = 0.000000000000$$

Bond Levy Rate Computation - Bond levy amount divided by the assessed value in Line K4 above.

$$\frac{\text{Levy Amount}}{\$11,969,288,933 \text{ A.V. from Line K4 above}} \times \frac{\$1,000}{1} = 0.000000000000$$

TAXING DISTRICT

CLALLAM COUNTY GENERAL FUND

2021

Levy For

2022

Taxes

Population: ☐ Less than 10,000 ☒ 10,000 or moreWas a resolution/ordinance adopted authorizing an increase over the previous year's levy? ☒ Yes ☐ NoWas a second resolution/ordinance adopted authorizing an increase over the IPD? ☐ Yes ☐ No ☒ N/A

If so, what was the percentage increase? 1.000000000000% Calculated % Increase 0.999999959300%

A. Previous year's actual levy adjusted by the increases as stated in ordinance or resolution (RCW 84.55.120).

Year	2021	\$11,547,924.47	+	115,479.24	=	\$11,663,403.71
		Previous Year's Actual Levy		Plus Resolution Increase Amount		

Year	2021	\$11,547,924.47	×	1.000000000000%	=	\$11,663,403.71
		Previous Year's Actual Levy		Resolution Percentage of Increase		

B. Amount for new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities.(Line B, page 1) = \$168,088.18

C. Amount for increase in value of state-assessed property (Line C, page 1) = \$2,085.73

D. Amount for increase in annexation (Line F, page 1) = 0

E. Total levy amount authorized, including the annexation: Lesser of A+(B+C+D) = \$11,833,577.62

F. Total levy amount authorized by resolution (E) plus amount refunded or to be refunded (RCW 84.55.070).

\$11,833,577.62	+	\$13,000.00	=	\$11,846,577.62
Total from Line E		Amount to be Refunded		Amount allowable per

G. Total amount certified by county legislative authority or taxing district as applicable. (RCW 84.52.020 and RCW 84.52.070) = \$11,882,000.00

H. Levy limit from line G on page 1, plus amount refunded or to be refunded (RCW 84.55.070).

\$11,819,322.67	+	\$13,000.00	=	\$11,832,322.67
Line G, Page 1		Amount to be Refunded		Total

I. Amount of taxes recovered due to a settlement of highly valued disputed property (RCW 84.52.018).

\$11,832,322.67	-		=	\$11,832,322.67
Lesser of F, G, or H		Amount Held in Abeyance		Total

J. Statutory limit from line H on page 1 (dollar amount, not the rate) = \$21,544,720.08

K. Lesser of I and J \$11,832,322.67

L. Levy Corrections Year of Error:

1. Minus amount over levied (if applicable)

2. Plus amount under levied (if applicable)

M. Total: K +/- L \$11,832,322.67

N. Regular Levy Rate Computation Without Levy Error Correction

Use this rate in next year's levy calculations unless it's reduced due to levy error, other limitation, or there's a road levy shift.

\$11,832,322.67	÷	\$11,969,288,933	×	\$1,000	=	0.988556858827
Lesser of J and K		Amount on line J1 on page 1				rate w/o error correction

O. Regular Levy Rate Computation: Lesser of J and M divided by the assessed value in line J1 on page 1.

Use this rate for the current year's tax roll unless it is reduced due to another levy limitation such as the \$5.90 limit.

\$11,832,322.67	÷	\$11,969,288,933	×	\$1,000	=	0.988556858827
Lesser of J and M		Amount on line J1 on page 1				rate before aggregate check

P. Road Levy Shift Rate Computation - (Do not enter a shift amount in both shift fields.)

Q. Amount shifted TO this taxing district	OR	Amount shifted FROM this taxing district
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R. \$11,832,322.67	÷	\$11,969,288,933	×	\$1,000	=	0.988556858827
Post Shift Levy Amount		Amount on line J1 on page 1				Post Shift Levy Rate



BUDGET RESOLUTION _____, 2021

ESTABLISHING THE 2022 ROAD FUND PROPERTY TAX LEVY FOR CLALLAM COUNTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Board of Clallam County Commissioners gave notice on November 9, 2021 that a Resolution establishing a road fund property tax levy would be adopted by Resolution on November 30, 2021.
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 7, 2021 to consider the Clallam County current expense budget for the 2022 calendar year, pursuant to RCW 84.55.120.
4. The actual levy amount from the previous year is \$7,768,340.46.
5. The population of Clallam County is more than 10,000.

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

1. That an increase in the regular property tax levy for the Road Fund is hereby authorized for the levy to be collected in the 2022 tax year.
2. The dollar amount of the increase over the actual levy amount from the previous year is \$77,683.40 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.

PASSED AND ADOPTED this thirtieth day of November 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: Assessor
Treasurer

LEVY LIMITATIONS WORKSHEET

TAXING DISTRICT CLALLAM COUNTY ROAD FUND 2021 Levy for 2022 Taxes

Instructions for electronic version of form - Fill in highlighted cells all other self populate.

A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy (refund levy not included).

Year	<u>2021</u>		<u>\$7,758,686.10</u>	<u>×</u>	<u>101.000%</u>	<u>=</u>	<u>\$7,836,272.96</u>
			Highest Lawful Levy Since 1985		Limit Factor/Max Increase 101%		

B. Current year's assessed value of new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).

<u>\$100,225,090</u>	<u>×</u>	<u>1.112743520991</u>	<u>÷</u>	<u>\$1,000</u>	<u>=</u>	<u>\$111,524.82</u>
A.V.		Last Year's Levy Rate				

C. Current year's state assessed property value less last year's state assessed property value. The remainder is to be multiplied by last year's regular levy rate (or the rate that should have been levied).

<u>\$28,305,242</u>	<u>-</u>	<u>\$27,086,356</u>	<u>=</u>	<u>\$ 1,218,886.00</u>
Current Year's A.V.		Previous Year's A.V.		Remainder

<u>\$1,218,886</u>	<u>×</u>	<u>1.112743520991</u>	<u>÷</u>	<u>\$1,000</u>	<u>=</u>	<u>\$1,356.31</u>
Remainder from Line C		Last Year's Levy Rate				

D. Regular property tax limit:	<u>A+B+C</u>	<u>=</u>	<u>\$7,949,154.09</u>
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Parts E through G are used in calculating the additional levy limit due to annexation.

E. To find the rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area.

<u>\$7,949,154.09</u>	<u>÷</u>	<u>\$7,841,809,746</u>	<u>×</u>	<u>\$1,000</u>	<u>=</u>	<u>1.013688720777</u>
Total in Line D		Assessed Value Less Annexed AV				

F. Annexed area's current assessed value including new construction and improvements, times the rate in Line E.

<u>Annexed Area's A.V.</u>	<u>×</u>	<u>1.013688720777</u>	<u>÷</u>	<u>\$1,000</u>	<u>=</u>	<u>0</u>
		Rate in Line E				

G. Regular property tax limit including annexation	<u>D+F</u>	<u>=</u>	<u>\$7,949,154.09</u>
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H. Statutory maximum calculation

Only enter fire/RFA rate, library rate, & firefighter pension fund rate for cities annexed to a fire/RFA or library, or has a firefighters pension fund.

<u>2.250000000000</u>	<u>-</u>	<u>Fire or RFA Rate</u>	<u>-</u>	<u>Library Rate</u>	<u>+</u>	<u>Firefighter Pension Fund</u>	<u>=</u>	<u>2.250000000000</u>
District base levy rate								Statutory Rate Limit
<u>\$7,841,809,746</u>	<u>×</u>	<u>2.250000000000</u>	<u>÷</u>	<u>\$1,000</u>	<u>=</u>	<u>\$17,644,071.93</u>		Statutory Amount
A.V. of District		Statutory Rate Limit						

I. Highest Lawful Levy For This Tax Year (Lesser of G and H)	<u>=</u>	<u>\$7,949,154.09</u>
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J. Tax Base For Regular Levy

1. Total district taxable value (including state-assessed property, and excluding boats, timber assessed value, and the senior citizen exemption for the regular levy) \$7,841,809,746

K. Tax Base for Excess and Voted Bond Levies

2. Less assessed value of the senior citizen exemption of less than \$40,000 income or 65% of the median household income for the county based on lower of frozen or market value.

3. Plus Timber Assessed Value (TAV)

4. Tax base for excess and voted bond levies \$7,841,809,746

Excess Levy Rate Computation - Excess levy amount divided by the assessed value in Line K4 above.

<u>Levy Amount</u>	<u>÷</u>	<u>\$7,841,809,746</u>	<u>×</u>	<u>\$1,000</u>	<u>=</u>	<u>0.000000000000</u>
		A.V. from Line K4 above				

Bond Levy Rate Computation - Bond levy amount divided by the assessed value in Line K4 above.

<u>Levy Amount</u>	<u>÷</u>	<u>\$7,841,809,746</u>	<u>×</u>	<u>\$1,000</u>	<u>=</u>	<u>0.000000000000</u>
		A.V. from Line K4 above				

Population: ☐ Less than 10,000 ☒ 10,000 or moreWas a resolution/ordinance adopted authorizing an increase over the previous year's levy? ☒ Yes ☐ NoWas a second resolution/ordinance adopted authorizing an increase over the IPD? ☐ Yes ☐ No ☒ N/A

If so, what was the percentage increase? 1.000000000000% Calculated % Increase 0.999999940785%

A. Previous year's actual levy adjusted by the increases as stated in ordinance or resolution (RCW 84.55.120).

Year	2021	\$7,768,340.46	+	77,683.40	=	\$7,846,023.86
		Previous Year's Actual Levy		Plus Resolution Increase Amount		

Year	2021	\$7,768,340.46	*	1.000000000000%	=	\$7,846,023.86
		Previous Year's Actual Levy		Resolution Percentage of Increase		

B. Amount for new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities.(Line B, page 1) = \$111,524.82

C. Amount for increase in value of state-assessed property (Line C, page 1) = \$1,356.31

D. Amount for increase in annexation (Line F, page 1) = 0

E. Total levy amount authorized, including the annexation Lesser of A+(B+C+D) = \$7,958,904.99

F. Total levy amount authorized by resolution (E) plus amount refunded or to be refunded (RCW 84.55.070).

\$7,958,904.99	+	\$7,500.00	=	\$7,966,404.99
Total from Line E		Amount to be Refunded		Amount allowable per

G. Total amount certified by county legislative authority or taxing district as applicable. (RCW 84.52.020 and RCW 84.52.070) = \$8,007,000.00

H. Levy limit from line G on page 1, plus amount refunded or to be refunded (RCW 84.55.070).

\$7,949,154.09	+	\$7,500.00	=	\$7,956,654.09
Line G, Page 1		Amount to be Refunded		Total

I. Amount of taxes recovered due to a settlement of highly valued disputed property (RCW 84.52.018).

\$7,956,654.09	-		=	\$7,956,654.09
Lesser of F, G, or H		Amount Held in Abeyance		Total

J. Statutory limit from line H on page 1 (dollar amount, not the rate) = \$17,644,071.93

K. Lesser of I and J = \$7,956,654.09

L. Levy Corrections Year of Error: _____

1. Minus amount over levied (if applicable) _____

2. Plus amount under levied (if applicable) _____

M. Total: K +/- L = \$7,956,654.09

N. Regular Levy Rate Computation Without Levy Error Correction

Use this rate in next year's levy calculations unless it's reduced due to levy error, other limitation, or there's a road levy shift.

\$7,956,654.09	÷	\$7,841,809,746	*	\$1,000	=	1.014645132657
Lesser of J and K		Amount on line J1 on page 1				rate w/o error correction

O. Regular Levy Rate Computation: Lesser of J and M divided by the assessed value in line J1 on page 1.

Use this rate for the current year's tax roll unless it is reduced due to another levy limitation such as the \$5.90 limit.

\$7,956,654.09	÷	\$7,841,809,746	*	\$1,000	=	1.014645132657
Lesser of J and M		Amount on line J1 on page 1				rate before aggregate check

P. Road Levy Shift Rate Computation - (Do not enter a shift amount in both shift fields.)

Q. OR

Amount shifted TO this taxing district		Amount shifted FROM this taxing district
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\$7,956,654.09	÷	\$7,841,809,746	*	\$1,000	=	1.014645132657
Post Shift Levy Amount		Amount on line J1 on page 1				Post Shift Levy Rate



BUDGET RESOLUTION _____, 2021

ESTABLISHING THE 2021 CONSERVATION FUTURES PROPERTY TAX LEVY
FOR CLALLAM COUNTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Board of Clallam County Commissioners gave notice on November 9, 2021 that a Resolution establishing conservation futures fund property tax levy would be adopted by Resolution on November 30, 2021.
2. The Board of Clallam County Commissioners has determined the Conservation Futures Fund requires an increase in property tax over the previous year of 0% plus new construction, pursuant to RCW 84.55.0101.
3. A required public hearing will be held December 7, 2021 to consider the Clallam County current expense budget for the 2022 calendar year, pursuant to RCW 84.55.120.
4. The actual levy amount from the previous year is \$273,167.95.
5. The population of Clallam County is more than 10,000.

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

1. That an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2021 tax year.
2. The dollar amount of the increase over the actual levy amount from the previous year is \$0 which is an increase of zero 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.

PASSED AND ADOPTED this thirtieth day of November 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: Assessor
Treasurer

LEVY LIMITATIONS WORKSHEET

TAXING DISTRICT CLALLAM COUNTY CONSERV FUTURES

2021

Levy for

2022

Taxes

Instructions for electronic version of form - Fill in highlighted cells all other self populate.

A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy (refund levy not included).

Year	<u>2021</u>		<u>\$623,245.74</u>	<u>×</u>	<u>100.000%</u>	<u>=</u>	<u>\$623,245.74</u>
			Highest Lawful Levy Since 1985		Limit Factor/Max Increase 101%		

B. Current year's assessed value of new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).

<u>\$155,204,358</u>	<u>×</u>	<u>0.025618816935</u>	<u>÷</u>	<u>\$1,000</u>	<u>=</u>	<u>\$3,976.15</u>
A.V.		Last Year's Levy Rate				

C. Current year's state assessed property value less last year's state assessed property value. The remainder is to be multiplied by last year's regular levy rate (or the rate that should have been levied).

<u>\$44,722,684</u>	<u>-</u>	<u>\$42,796,827</u>	<u>=</u>	<u>\$ 1,925,857.00</u>		
Current Year's A.V.		Previous Year's A.V.		Remainder		
<u>\$1,925,857</u>	<u>×</u>	<u>0.025618816935</u>	<u>÷</u>	<u>\$1,000</u>	<u>=</u>	<u>\$49.34</u>
Remainder from Line C		Last Year's Levy Rate				

D. Regular property tax limit:		<u>A+B+C</u>	<u>=</u>	<u>\$627,271.23</u>
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Parts E through G are used in calculating the additional levy limit due to annexation.

E. To find the rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area.

<u>\$627,271.23</u>	<u>÷</u>	<u>\$11,969,288,933</u>	<u>×</u>	<u>\$1,000</u>	<u>=</u>	<u>0.052406724703</u>
Total in Line D		Assessed Value Less Annexed AV				

F. Annexed area's current assessed value including new construction and improvements, times the rate in Line E.

<u></u>	<u>×</u>	<u>0.052406724703</u>	<u>÷</u>	<u>\$1,000</u>	<u>=</u>	<u>0</u>
Annexed Area's A.V.		Rate in Line E				

G. Regular property tax limit including annexation		<u>D+F</u>	<u>=</u>	<u>\$627,271.23</u>
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H. Statutory maximum calculation

Only enter fire/RFA rate, library rate, & firefighter pension fund rate for cities annexed to a fire/RFA or library, or has a firefighters pension fund.

<u>0.062500000000</u>	<u>-</u>	<u></u>	<u>-</u>	<u></u>	<u>+</u>	<u></u>	<u>=</u>	<u>0.062500000000</u>
District base levy rate		Fire or RFA Rate		Library Rate		Firefighter Pension Fund		Statutory Rate Limit
<u>\$11,969,288,933</u>	<u>×</u>	<u>0.062500000000</u>	<u>÷</u>	<u>\$1,000</u>	<u>=</u>	<u>\$748,080.56</u>		
A.V. of District		Statutory Rate Limit				Statutory Amount		

I. Highest Lawful Levy For This Tax Year (Lesser of G and H)			<u>=</u>	<u>\$627,271.23</u>
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J. Tax Base For Regular Levy

1. Total district taxable value (including state-assessed property, and excluding boats, timber assessed value, and the senior citizen exemption for the regular levy) \$11,969,288,933

K. Tax Base for Excess and Voted Bond Levies

2. Less assessed value of the senior citizen exemption of less than \$40,000 income or 65% of the median household income for the county based on lower of frozen or market value.

3. Plus Timber Assessed Value (TAV)

4. Tax base for excess and voted bond levies (1-2+3) \$11,969,288,933

Excess Levy Rate Computation - Excess levy amount divided by the assessed value in Line K4 above.

<u></u>	<u>÷</u>	<u>\$11,969,288,933</u>	<u>×</u>	<u>\$1,000</u>	<u>=</u>	<u>0.000000000000</u>
Levy Amount		A.V. from Line K4 above				

Bond Levy Rate Computation - Bond levy amount divided by the assessed value in Line K4 above.

<u></u>	<u>÷</u>	<u>\$11,969,288,933</u>	<u>×</u>	<u>\$1,000</u>	<u>=</u>	<u>0.000000000000</u>
Levy Amount		A.V. from Line K4 above				

Population: ☐ Less than 10,000 ☒ 10,000 or moreWas a resolution/ordinance adopted authorizing an increase over the previous year's levy? ☒ Yes ☐ NoWas a second resolution/ordinance adopted authorizing an increase over the IPD? ☐ Yes ☐ No ☒ N/AIf so, what was the percentage increase? 0.000000000000% Calculated % Increase 0.000000000000%

A. Previous year's actual levy adjusted by the increases as stated in ordinance or resolution (RCW 84.55.120).

Year <u>2021</u>	<u>\$273,167.95</u>	+	<u>0.00</u>	=	<u>\$273,167.95</u>
	Previous Year's Actual Levy		Plus Resolution Increase Amount		
Year <u>2021</u>	<u>\$273,167.95</u>	×	<u>0.000000000000%</u>	=	<u>\$273,167.95</u>
	Previous Year's Actual Levy		Resolution Percentage of Increase		

B. Amount for new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities.(Line B, page 1) = \$3,976.15

C. Amount for increase in value of state-assessed property (Line C, page 1) = \$49.34

D. Amount for increase in annexation (Line F, page 1) = 0

E. Total levy amount authorized, including the annexation Lesser of A+(B+C+D) = \$277,193.44

F. Total levy amount authorized by resolution (E) plus amount refunded or to be refunded (RCW 84.55.070).

<u>\$277,193.44</u>	+	<u>\$213.55</u>	=	<u>\$277,406.99</u>
Total from Line E		Amount to be Refunded		Amount allowable per

G. Total amount certified by county legislative authority or taxing district as applicable. (RCW 84.52.020 and RCW 84.52.070) = \$277,450.00

H. Levy limit from line G on page 1, plus amount refunded or to be refunded (RCW 84.55.070).

<u>\$627,271.23</u>	+	<u>\$213.55</u>	=	<u>\$627,484.78</u>
Line G, Page 1		Amount to be Refunded		Total

I. Amount of taxes recovered due to a settlement of highly valued disputed property (RCW 84.52.018).

<u>\$277,406.99</u>	-	<u>Amount Held in Abeyance</u>	=	<u>\$277,406.99</u>
Lesser of F, G, or H				Total

J. Statutory limit from line H on page 1 (dollar amount, not the rate) = \$748,080.56

K. Lesser of I and J \$277,406.99

L. **Levy Corrections** Year of Error: _____

1. Minus amount over levied (if applicable) _____

2. Plus amount under levied (if applicable) _____

M. **Total: K +/- L** \$277,406.99

N. **Regular Levy Rate Computation Without Levy Error Correction**

Use this rate in next year's levy calculations unless it's reduced due to levy error, other limitation, or there's a road levy shift.

<u>\$277,406.99</u>	÷	<u>\$11,969,288,933</u>	×	<u>\$1,000</u>	=	<u>0.023176563917</u>
Lesser of J and K		Amount on line J1 on page 1				rate w/o error correction

O. **Regular Levy Rate Computation:** Lesser of J and M divided by the assessed value in line J1 on page 1.

Use this rate for the current year's tax roll unless it is reduced due to another levy limitation such as the \$5.90 limit.

<u>\$277,406.99</u>	÷	<u>\$11,969,288,933</u>	×	<u>\$1,000</u>	=	<u>0.023176563917</u>
Lesser of J and M		Amount on line J1 on page 1				rate before aggregate check

P. **Road Levy Shift Rate Computation - (Do not enter a shift amount in both shift fields.)**

Q. **OR**

<u>\$277,406.99</u>	÷	<u>\$11,969,288,933</u>	×	<u>\$1,000</u>	=	<u>0.023176563917</u>
Post Shift Levy Amount		Amount on line J1 on page 1				Post Shift Levy Rate



AGENDA ITEM SUMMARY

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

4b
11/9/21

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 11/08/2021

REGULAR AGENDA ☒ **Meeting Date:** 11/09/2021

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 |
- Documents exempt from public disclosure attached: ☐

Executive Summary:

As required by the Clallam County Charter, attached is the Notice of Public Hearing for Adoption of the 2022 Clallam County Budget which will be published on Friday, November 19, 2021 and Friday, November 26, 2021 ahead of the public hearing scheduled on Tuesday, December 7, 2021 at 10:30 AM and 5:00 PM to adopt the 2022 Budget.

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?** ☐

No budgetary impact until the final Adopted Budget is approved in December, 2021.

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

Approval of the call for public hearing to be held on Tuesday, December 7, 2021 at 10:30 AM and 5:00 PM.

County Official signature & print name: Debi Cook

A handwritten signature in green ink that reads "Debi Cook".

Name of Employee attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 10/25/2021

* 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)

Agenda Item Summary Public Notice Adopting 2022 Budget
Revised: 3-04-2019

PUBLIC HEARING

Resolution adopting the 2022 Clallam County Budget

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, December 7, 2021 at 10:30 AM and 5:00 PM, or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the Resolution listed above. All proposed Resolutions are available on the County website www.clallam.net or a free copy can be mailed to you upon request.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

This meeting can be viewed on a live stream at this link: <http://www.clallam.net/features/meetings.html>

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

Public comment and questions can be directed to mlane@co.clallam.wa.us and agores@co.clallam.wa.us.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Resolution adopting the 2022 Clallam County Budget

SUMMARY ON RESOLUTIONS ON 2022 Clallam County Budget:

Resolution adopting the 2022 Clallam County www.clallam.net/bocc/budget.html

BOARD OF CLALLAM COUNTY COMMISSIONERS

Publish: November 19 and 26, 2021
Bill: Board of Commissioners

Mark Ozias, Chair