



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, November 7, 2023 – 10:00 a.m.

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

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

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

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

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

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 October 30

Approval of vouchers 

- 1b. Approval of minutes for the week of October 30

Approval of minutes 

- 1c. Proclamation honoring all veterans, the volunteers who assist them and recognizing November 11 as Veterans? Day

Proclamation 

- 1d. Proclamation recognizing Adoption Day 2023

Proclamation 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Memorandum of Understanding amendment 1 with the City of Forks for the Forks Waste Water Treatment Facility Project

MOU 

- 2b. Agreement with Recreation and Conservation Office for Camp David Jr. Projects

Agreement 

- 2c. Agreement with Trout Unlimited Inc. for Fish Barrier Removal Projects

Agreement 

- 2d. Agreement amendment 3 with Clallam Economic Development Council for American Rescue Plan Act Funds ARPA

Agreement 

ADMINISTRATION

- 3a. Resolution appointing Deacon Johnston to the Solid Waste Advisory Committee

Resolution 

- 3b. Subrecipient Monitoring Form for the Community Wildfire Defense Grant Program

Form 

- 3c. Bid opening clarification regarding Courthouse security service - Bids must be submitted no later than Tuesday, November 14, 2023 at 10 a.m. and the bid opening will be held on Tuesday, November 21, 2023 at 10 a.m.

Clarification 

COMMUNITY DEVELOPMENT

- 4a. Call for request for proposals/qualifications to be received no later than Tuesday, December 5, 2023 at 10 a.m. for Hearing Examiner Services

Notice 

BUDGET

- 5a. Notice to call for hearing to be held Tuesday, November 28, 2023 at 10:30 a.m. regarding resolutions on proposed Levies for the General Purpose Property Tax, the Road Fund Property Tax and Conservation Futures Property Tax

Notice 

New agenda packet 

- 5b. Notice to call for hearing to be held Tuesday, December 5, 2023 at 10:30 a.m. and 5 p.m. regarding adopting the 2024 Clallam County Budget

Notice 

HEARING(S) ? Beginning at 10:30 a.m.

- H1. Resolution adopting the six-year 2024-2029 Transportation Improvement Program

Resolution 

New document attachment 

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 6-10:

Monday, November 6:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

1:00 p.m. Collaborative Asset Management Outreach Meeting

Tuesday, November 7:

10:00 a.m. Board Meeting

10:30 a.m. Hearing(s) - See Agenda

Wednesday, November 8:

8:00 a.m. Coffee with Colleen

Thursday, November 9:

1:00 p.m. KONP Radio Show

Friday, November 10:

Courthouse closed - Veteran's Day observed

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
NOV 07 2023

Date of report: November 1, 2023

General	\$238,144.47
Other	\$390,627.98
Total	\$628,772.45

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 _____ 2023.

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

MIKE FRENCH

RANDY JOHNSON

TODD MIELKE (County Administrator)

Weekly Expenditures

Oct. 31 - Nov. 3, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	Auditor	42,284.22			
00100.241/291	Commissioners (BOCC)	24,729.69			
19914.291	BOCC - Veterans Relief		6,488.01		
19925.291	BOCC - Hotel/Motel		372.00		
19941.291	BOCC - Opportunity Fund		30,750.00		
00100.331-334	Dept. of Community Develop't (DCD)	1,168.74			
11301.511	Health & Human Services (HHS)		16,237.57		
00100.511	HHS - Environmental Health	330.17			
11322.511	HHS - Homeless Task Force		34,129.71		
11323.511	HHS - Chem Dep/Mental Hlth		77,430.05		
11324.511	HHS - Affordable Housing		6,819.79		
11331.511	HHS - Developmental Disabilities		83,541.50		
00100.461	Human Resources (HR)	1,817.77			
50401.461	HR - Risk Management		1,783.44		
50701.461	HR - Unemployment Compensation		4,294.40		
00100.411	Information Technology (IT)	23,462.11			
00100.851	Juvenile Services	789.65			
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		4,242.33		26.89
00100.911/912	Parks Fair Facilities (PFF)	19,361.65			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		456.96		
30501.911	PFF - Capital Projects		7,496.13		
11701.841	Prosecutor - Local Crime Victim		706.90		
	Public Works (PW)				
10101.611	PW - Roads		9,757.00		
30805.611	PW - Broadband Infrastructure Capital Prjcts		33,347.63		
40201.611	PW - Solid Waste		8,974.56		
41401.611	PW - Clallam/Sekiu Sewer		592.78		
42401.611	PW - Carlsborg Sewer		332.17		
43401.611	PW - Bullman Beach Water System		392.16		
50301.611	PW - ER&R (Equip't Rental & Revolving)		57,379.57		
00100.811-815.817	Sheriff	123,193.35			
00100.816	Sheriff - Jail Medical	906.40			
11008.811	Sheriff - OPNET Drug		598.63		
11065.811	Sheriff - OPSCAN Operations		2,259.40		
11080.811	Sheriff - Inmate Commissary		657.09		11.31
00100.861	Superior Court	100.72			
12905.861	Superior Court - Dispute Resolution		1,130.00		
12911.861	Superior Court - Courthouse Facilitator		420.00		
Total		238,144.47	390,589.78	-	38.20

VISA Current Charges:

Statement Date:

Report Reconciliation		Totals			
Total	628,734.25	General Fund	238,144.47		
Final Check Lists	628,734.25	Non-GF	390,627.98		
Difference	-	VISA Charges	-		
		Grand Total	628,772.45	Use Tax	38.20

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
11/7/2023	SWANSONS SERVICES CORP.	1771128	jkoon6	79.42	6.99	79.42
11/7/2023	SWANSONS SERVICES CORP.	1768957	jkoon6	49.05	4.32	49.05
11/7/2023	U S BANK	738664	cstjohn	305.59	26.89	305.59
Totals:				434.06	38.20	434.06

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0019068	K & H PRINTERS INC	064999	10/17/2023	PRINTING AND BINDING 2023	40,638.19	40,638.19
11/7/2023	0041361	CAIN, DANIEL	Cain 10-18-23	10/18/2023	MILEAGE OPENING WEST EN	142.13	142.13
11/7/2023	0044251	FANE, ALEX	Fane 10-24-23	10/24/2023	MILEAGE EMPTYING WEST E	114.10	114.10
11/7/2023	0046389	QUALITY TINTING & GLASS D	121289	10/1/2023	REMOVAL AND INSTALLATIO	1,169.60	1,169.60
11/7/2023	0047584	MURRAIN, GLENN	Murray 10-20-23	10/20/2023	MILEAGE EMPTYING EAST EI	21.22	
			Murray 10-25-23	10/25/2023	MILEAGE EMPTYING EAST EI	21.22	42.44
11/7/2023	0047585	JANNI, DARRELL	Janni 10-20-23	10/20/2023	MILEAGE EMPTYING WEST E	114.10	
			Janni 10-19-23	10/19/2023	MILEAGE EMPTYING EAST EI	21.22	
			Janni 10-23-23	10/23/2023	MILEAGE EMPTYING EAST EI	21.22	
			Janni 10-24-23	10/24/2023	MILEAGE EMPTYING EAST EI	21.22	177.76
Sub total for U S BANK:							42,284.22

0.00
628,734.25
100.72
1,550.00
906.40
126,708.47
42,322.19
1,317.11
9,757.00
57,379.57
706.90
27,314.74
4,242.33
789.65
458.77
33,102.17
4,294.40
3,601.21
208,389.96
1,168.74
55,851.69
42,284.22
0.00

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Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0000507	CLALLAM COUNTY ECONOMIC	4252	10/26/2023	3RD Q 2023 SERVICES PER C	30,750.00	30,750.00
11/7/2023	0001632	U S POSTMASTER	Jury 10/26/2023	10/26/2023	1,000 SUMMONS @ .493	493.00	493.00
11/7/2023	0002527	PORT ANGELES CHAMBER OF	94329	10/26/2023	MEMBERSHIP DUES: NOVEM	372.00	372.00
11/7/2023	0002534	STATE AUDITOR'S OFFICE	L156921	10/26/2023	ANNUAL AUDIT FEE	23,442.30	23,442.30
11/7/2023	0033510	OZIAS, MARK	CMO10/10/2023	10/26/2023	CMO WSAC BOARD & LSC M	579.33	579.33
11/7/2023	0033547	FORKS FORUM	10/2023	10/26/2023	YEARLY SUBSCRIPTION	85.00	85.00
11/7/2023	0046683	ODP BUSINESS SOLUTIONS	L332765739001	10/26/2023	PAPER, GOLD SEALS	130.06	130.06
Sub total for U S BANK:							55,851.69

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Final Check List
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0003567	KENNEDY, LORI	KENNEDY 10-24	10/24/2023	CODE ENF SUPPLIES	1,076.18	1,076.18
11/7/2023	0004428	LEAR, CATHY	LEAR 10-18-23	10/18/2023	LRP LEAR OFFICE SUPPLY	19.58	19.58
11/7/2023	0046683	ODP BUSINESS SOLUTIONS	L335291463001	10/6/2023	BUILDING OFFICE SUPPLY	40.37	
			335289418001	10/6/2023	BUILDING OFFICE SUPPLY	32.61	72.98
Sub total for U S BANK:							1,168.74

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0001641	VERIZON WIRELESS	9945560511-2	9/28/2023	WQ - K KOWAL CELL PHONE	330.17	330.17
11/7/2023	0041622	BLANK, LOIS	LB BT 10-24-23	10/24/2023	HOPS - BUSINESS MILEAGE	73.88	73.88
11/7/2023	0048727	BURTON FLOORING INC	BF 10-25-23	10/25/2023	HOPS - FLOORING WOOD BA	3,040.80	3,040.80
11/7/2023	0049133	CRISTION, NATHAN	NC REIMB 10-20	10/20/2023	HOPS - REIMBURSEMENT FC	25.00	25.00
11/7/2023	0000546	EXPRESS SERVICES, INC	29779523	10/11/2023	HOPS - EXTRA HELP	767.52	767.52
11/7/2023	0042813	LAW, LISA	LL BT 10-20-23	10/20/2023	HOPS - BUSINESS MILEAGE	75.33	75.33
11/7/2023	0049134	MCATEE, SEAN	SM BT 10-23-23	10/23/2023	HOPS - BUSINESS MILEAGE	73.88	73.88
11/7/2023	0046683	ODP BUSINESS SOLUTIONS	L336067553001	10/10/2023	HOPS - DESK	797.41	
			336416826001	10/4/2023	HOPS - CONSOLE TABLE	206.71	
			336417181001	10/4/2023	HOPS - MOUSE PADS	30.29	1,034.41
11/7/2023	0001641	VERIZON WIRELESS	9945560511-1	9/28/2023	HOPS - J OPPELT CELL PHON	1,047.92	1,047.92
11/7/2023	0000224	BOYS & GIRLS CLUB OF OLYM	11322-23-BGCO	10/11/2023	HTF - LIFE SKILLS TRAINING	3,398.87	
			11322-23-BGCO	10/10/2023	HTF - LIFE SKILLS TRAINING	3,119.75	6,518.62
11/7/2023	0000723	HEALTHY FAMILIES OF CLALL	11322-23-HFCC	10/9/2023	HTF - SAFELY HOME PROJEC	3,873.08	3,873.08
11/7/2023	0032029	NORTH OLYMPIC REGIONAL,	11322-23-NORV	10/13/2023	HTF - SARGE'S PLACE - SEPT	3,386.40	3,386.40
11/7/2023	0001433	SERENITY HOUSE OF CLALL	11322-23-SHSA	10/20/2023	HTF - SHELTER FUNDING FO	17,926.33	
			11322-23-SHCM	10/20/2023	HTF - FAMILY SHELTER CASE	2,425.28	20,351.61
11/7/2023	0000365	CLALLAM COUNTY SUPERIO	FCCSCA 10-19-2	10/19/2023	CD/MH - DRUG COURT - SEP	24,962.26	24,962.26
11/7/2023	0001509	CORDANT HEALTH SOLUTION	TC-9901210930	9/30/2023	CD/MH - LIFT COURT - SEPT	72.42	72.42
11/7/2023	0000577	FIRST STEP FAMILY SUPPOR	T 113232223FSFS	10/12/2023	CH/MH - PARENTS AS TEACH	7,767.28	7,767.28
11/7/2023	0021279	KITSAP COUNTY HEALTH DIS	KPHD 10-10-23	10/10/2023	CD/MH - CD/MH SERVICES - S	3,166.25	3,166.25
11/7/2023	0000937	LUTHERAN COMMUNITY SER	113232223LCSN	10/19/2023	CD/MH - HEALTHY FAMILIES	4,330.82	4,330.82
11/7/2023	0015513	OLYMPIC PENINSULA COMM	ML 11323-22-23-OP	10/5/2023	CD/MH - REDISCOVERY	10,997.53	10,997.53
11/7/2023	0001209	PENINSULA BEHAVIORAL HEA	T 113232223PBHL	8/30/2023	CD/MH - ACCESS TO BH SER	13,465.86	
			113232223PBHF	10/11/2023	CD/MH - PATH OUTREACH SE	2,660.11	16,125.97
11/7/2023	0001252	PORT ANGELES, CITY OF	11323-22-23-PAI	10/9/2023	CD/MH - COMMUNITY PARAM	8,493.12	8,493.12
11/7/2023	0001433	SERENITY HOUSE OF CLALL	113232223SHH	10/20/2023	CD/MH - ADMINISTRATION OI	1,514.40	1,514.40
11/7/2023	0000723	HEALTHY FAMILIES OF CLALL	11324-23-HFCC	10/9/2023	AH - EMERGENCY SHELTER	3,030.00	3,030.00
11/7/2023	0032029	NORTH OLYMPIC REGIONAL,	11324-23-NORV	10/13/2023	AH - UTILITIES & REMODELIN	3,789.79	3,789.79
11/7/2023	0001017	MORNINGSIDE INC	MS STATE 9-23	10/23/2023	DDD - STATE CONTRACT - SE	27,575.50	27,575.50
11/7/2023	0017530	PIERCE JONES & ASSOCIATE	PJA STATE 9-23	10/23/2023	DDD - STATE CONTRACT - SE	55,966.00	55,966.00
Sub total for U S BANK:							208,389.96

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11/01/2023 8:12:49AM

Final Check List
CLALLAM COUNTY

HR

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0003940	SULLENGER, TAMMY	NAGDCA 23 TS	10/26/2023	NAGDCA 23 TS	148.56	148.56
11/7/2023	0004216	SILL, RICH	WCRP Fall 23 R	10/26/2023	WCRP FALL 23 RS	176.43	
			NADGCA 23 RS	10/26/2023	NADGCA 23 RS	170.80	347.23
11/7/2023	0004990	REYES, TOM	WCRP FALL 23	10/26/2023	WCRP FALL 23 TR	114.63	114.63
11/7/2023	0005477	WENZL, DON	WCRP FALL 23	10/26/2023	WCRP FALL 23 DW	42.55	42.55
11/7/2023	0018813	WENZL, BRENDA	NAGDCA 23 BW	10/26/2023	NAGDCA 23 BW	467.43	467.43
11/7/2023	0019415	BACKES, MICHAEL	MB MILEAGE 23	10/26/2023	MIKE BACKES MILEAGE	110.04	110.04
11/7/2023	0025115	RADIA INC PS	DOS 10623 EB	10/26/2023	DOS 10623 EB	123.60	
			DOS 10623 EB I	10/26/2023	DOS 10623 EB II	35.00	158.60
11/7/2023	0037692	SEBRIS BUSTO JAMES	79859	10/26/2023	INVOICE 79859	861.00	861.00
11/7/2023	0040001	HILL, MARY ELEANOR	NAGDCA 23 EH	10/26/2023	NAGDCA 23 EH	154.53	154.53
11/7/2023	0047080	HILLWAY, IAN	PRIMA INST 23	10/26/2023	PRIMR INST 23 IH	1,181.19	1,181.19
11/7/2023	0049109	DUNFORD, SARA	DRIV AB REIM S	10/26/2023	DRIV AB REIM SD	15.45	15.45
Sub total for U S BANK:							3,601.21

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11/01/2023 8:17:53AM

Final Check List
CLALLAM COUNTY

HR Payroll

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>
	11/7/2023	0000521	EMPLOYMENT SECURITY DEI3Q2023UNEMP	10/24/2023	3RD QTR 2023 UNEMPLOYME	4,294.40	4,294.40
Sub total for U S BANK:							4,294.40

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Final Check List
CLALLAM COUNTY

IT(1) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0000289	CDW GOVERNMENT, INC.	M96239	11/7/2023	HHS PO# CDWG0923 - HRC	3,416.39	3,416.39
11/7/2023	0000674	GOVCONNECTION, INC.	74571416	11/7/2023	IT20230928 - ADOBE RENEW/	18,734.86	
			7485390	11/7/2023	HHS20231003B - HRC, 2ND S	4,423.90	
			74580547	11/7/2023	HHS20231003B - HRC , 2ND S	1,248.24	
			74602103	11/7/2023	IT20231003	492.32	24,899.32
11/7/2023	0030587	B&H PHOTO VIDEO	217580008	11/7/2023	IT20231017 - PERIPHERALS 8	1,008.67	
			21724657	11/7/2023	HHS20231003A - HRC 2ND ST	551.53	1,560.20
11/7/2023	0036517	GRANICUS INC	155483	11/7/2023	BOCC20231025 - A/V CONF	3,226.26	3,226.26
Sub total for U S BANK:							33,102.17

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Final Check List
CLALLAM COUNTY

IT(2) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	11/7/2023	0020849	U S BANK	1130335025892	11/7/2023 HHS20231003 - MINI COMPUT	458.77	458.77
Sub total for U S BANK:							458.77

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11/01/2023 8:39:31AM

Final Check List
CLALLAM COUNTY

Juv Svcs

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	11/7/2023	0000628	GALLS LLC	025953234	10/13/2023 UNIFORMS & CLOTHING	222.73	
				025952792	10/13/2023 UNIFORMS & CLOTHING	126.79	349.52
	11/7/2023	0029592	HANSON, CYNTHIA	639386	10/17/2023 FOOD	50.88	50.88
	11/7/2023	0049105	LA CONNER WEEKLY NEWSP,9569		10/11/2023 ADVERTISING-LEGAL NOTICI	389.25	389.25
Sub total for U S BANK:							789.65

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Final Check List
CLALLAM COUNTY

Nox Weeds

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0000360	CLALLAM COUNTY ER&R	2023.304E	10/17/2023	SEPTEMBER VEHICLE BILL F	213.70	213.70
11/7/2023	0000679	GRANT, FRED	Grant2023 10-2	10/24/2023	TRAVEL REIMBURSEMENT FO	24.63	24.63
11/7/2023	0001315	QUILL CORP	173380222	10/24/2023	OFFICE SUPPLIES; RDS = \$9%	352.73	352.73
11/7/2023	0001410	SCUBA SUPPLIES	101623	10/16/2023	CONDUCT AND OVERSEE TR	3,117.12	3,117.12
11/7/2023	0009870	ADOLPHSEN, ERIC	Adolphsen2023	10/24/2023	TRAVEL REIMBURSEMENT FO	15.46	15.46
11/7/2023	0020849	U S BANK	738664	10/24/2023	OPERATING SUPPLIES; RDS	305.59	305.59
11/7/2023	0026655	PAUL, BRUCE	Paul2023 10-17	10/24/2023	TRAVEL REIMBURSEMENT FO	68.12	
			Paul2023 10-24	10/24/2023	TRAVEL REIMBURSEMENT FO	68.12	136.24
11/7/2023	0028699	SOUND PUBLISHING INC	PDN985677	10/14/2023	PDN NOTICE OF NWCB ATTE	43.84	43.84
11/7/2023	0046335	PEACOCK, DAN	Peacock2023 10	10/24/2023	TRAVEL REIMBURSEMENT FO	19.13	19.13
11/7/2023	0046488	STONEMAN, ROBERTA	Stoneman2023	10/24/2023	TRAVEL REIMBURSEMENT FO	13.89	13.89
Sub total for U S BANK:							4,242.33

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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
11/7/2023	0000034	AIR FLO HEATING CO	100558640	10/26/2023	2009FAC VAV SYST REPLC F	456.96	456.96
11/7/2023	0000700	HACH COMPANY	13768398	10/26/2023	2305UP CDJ REPAIR IMPR W/	2,827.36	
			13792512	10/26/2023	2305UP CDJ REPAIR IMPR W/	327.37	
			13770560	10/26/2023	2305UP CDJ REPAIR IMPR W/	294.04	
			CM 2214078	10/26/2023	2305UP CDJ REPAIR IMPR W/	-3,392.38	56.39
11/7/2023	0001252	PORT ANGELES, CITY OF	63871-98716 9/2	10/26/2023	CH SEPT UTIL & GARBAGE	17,463.17	
			63871-147906 9/	10/26/2023	CH SEPT UTIL	3,841.40	
			60327-89776 9/2	10/26/2023	3RD SEPT UTIL & GARBAGE	747.13	
			48731-101384 9/	10/26/2023	VET SEPT UTIL & GARBAGE	292.48	22,344.18
11/7/2023	0004211	CENTURYLINK	3609283540820I	10/26/2023	CDJ TELEPHONES	188.31	188.31
11/7/2023	0004211	CENTURYLINK	3606835847445I	10/26/2023	DRA TELEPHONES	146.39	146.39
11/7/2023	0004211	CENTURYLINK	3609283441593I	10/26/2023	SC TELEPHONES	75.15	75.15
11/7/2023	0037765	HARRINGTON INDUSTRIAL	PL007N6672	10/26/2023	2305UP CDJ REPAIR IMPR FII	4,047.36	4,047.36
Sub total for U S BANK:							27,314.74

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Final Check List
CLALLAM COUNTY

Prosecutor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	11/7/2023	0000023	ADVANCED TRAVEL	102623	11/7/2023	TRAINING REIMBURSEMENT	500.00	500.00
	11/7/2023	0047693	AYERS, KAYLA	10262302	11/7/2023	TRAINING REIMBUREMENT	206.90	206.90
Sub total for U S BANK:							706.90	

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Final Check List
CLALLAM COUNTY

Public Works ER+R Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0000592	FORKS AUTO ELECTRIC	961581	10/24/2023	Switch - LC 240	29.32	29.32
11/7/2023	0000594	DECKER CITY HARDWARE, TI	797401	10/23/2023	Batteries and Charger - LC 155	72.74	
			796690	10/18/2023	Propane, Pressure Gauge - LC	23.01	95.75
11/7/2023	0000709	HARBOR SAW & SUPPLY	773229	10/18/2023	Gaurd, Torx Screws - PA 2195	66.86	66.86
11/7/2023	0001179	PACIFIC OFFICE EQUIPMENT	1130414	10/20/2023	Chairs - SQ 20-B100	2,668.05	2,668.05
11/7/2023	0001187	PAPE MACHINERY INC	14691964	10/25/2023	Filters - PA CH191	265.41	265.41
11/7/2023	0001252	PORT ANGELES, CITY OF	2934/4358 10/18	10/18/2023	Utility Charges - PA	2,735.04	2,735.04
11/7/2023	0001405	LES SCHWAB TIRE CENTERS	38100556497	10/24/2023	225/70R Tires - SQ 110	1,157.34	1,157.34
11/7/2023	0001551	TACOMA SCREW PRODUCTS	100241186-00	10/16/2023	Screws, Nuts, Washers, Bolts -	642.00	
			100241757-00	10/18/2023	Srews, Bolts, Washers - CB	324.03	
			100241757-01	10/19/2023	Washers - LC	10.98	977.01
11/7/2023	0001576	THURMAN SUPPLY	873807	10/23/2023	Fluorescent Lights - PA 20-B20	116.96	
			876894	10/24/2023	Fluorescent Lights - PA 20-B20	116.96	233.92
11/7/2023	0001781	WHITEHEADS AUTO PARTS IN	269796	10/12/2023	Belts, Alternator - LC 160	487.17	
			269699	10/10/2023	Fuel and Fluid Filters - LC 203	440.67	
			269775	10/11/2023	Air Filter, Fuel Filter - LC S357	431.02	
			269709	10/10/2023	Various Filters - LC 402	265.92	
			269797	10/11/2023	Fuel and Seal Filter - LC 402	225.02	
			270760	10/24/2023	WD40, Penetrant - LC	176.32	
			270856	10/25/2023	WD40, Crimp Brush - LC	148.18	
			269798	10/11/2023	Battery - LC 160	136.15	
			269710	10/10/2023	Fluid Filter, Air Filter - LC 165	122.79	
			270739	10/24/2023	Blister Packs - LC 155	67.22	
			269503	10/7/2023	5w30, Fuse Kit, Cleaner - PA 2C	21.65	
			270301	10/18/2023	Air Brake, Coupling - LC	12.52	
			269771	10/11/2023	Panel Filter - LC S357	12.29	2,546.92
11/7/2023	0017663	ARAMARK UNIFORM SVCS IN	5120341925	10/24/2023	Laundry Services - PA	22.15	
			5120343545	10/26/2023	Laundry Services - SQ	16.34	
			51203453530	10/26/2023	Laundry Services - WE	16.30	54.79

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0022435	RACE STREET AUTO PARTS	650427-23	10/18/2023	Air Filters - PA 846	130.81	
			650268-23	10/17/2023	Oil Filters - PA 850	90.87	
			650329-23	10/17/2023	Air Filters - PA 416	87.83	
			650399-23	10/17/2023	Air Filter - PA 454	75.47	
			650252-23	10/17/2023	Air Filter - PA 241	67.76	
			650470-23	10/18/2023	Light Sockets - PA S255	43.16	
			650425	10/18/2023	Air Filter - PA 251	36.84	
			650397-23	10/17/2023	Air Filter - PA 454	35.15	
			650578-23	10/19/2023	Toggle Switch - PA 212	25.11	
			651184-23	10/24/2023	Wiper Blades, Lamp - PA 905	22.08	
			650428-23	10/18/2023	Air Filter - PA 848	16.42	
			650269-23	10/17/2023	Air Filter - PA 106	14.48	645.98
11/7/2023	0025256	FIRE CHIEF EQUIPMENT CO.,	0916490	7/17/2023	Fire Extinguishers, Maintenance	913.10	913.10
11/7/2023	0036098	O'REILLY AUTO PARTS	2750-460428	10/25/2023	New MAF - PA 152	84.47	84.47
11/7/2023	0042561	ALL BATTERY SALES & SERVICE	116545	10/24/2023	Battery - PA Stores	656.93	
			22075386	4/11/2023	Battery - Pa Stores	158.79	815.72
11/7/2023	0043469	PETROCARD	0502591-IN	10/25/2023	Dyed Diesel - PA	17,673.35	
			0502639-IN	10/19/2023	Unleaded and Dyed Diesel - LC	10,401.93	
			0502590-IN	10/25/2023	Unleaded - CH	9,276.34	
			0502634-IN	10/17/2023	Unleaded and Dyed Diesel - CE	6,738.27	44,089.89
Sub total for U S BANK:							57,379.57

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Final Check List
CLALLAM COUNTY

Public Works Roads Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0000244	BRUCH & BRUCH CONSTRUC	2310021-IN	10/16/2023	BRUCH & BRUCH CONSTRUC	2,613.25	2,613.25
11/7/2023	0000546	EXPRESS SERVICES, INC	29779517-10101	10/11/2023	EXPRESS EMPLOYMENT -9/2	2,944.76	2,944.76
11/7/2023	0000885	LAKESIDE INDUSTRIES, INC	250594	10/14/2023	LAKESIDE OLY PEN ASPHALT	1,809.83	1,809.83
11/7/2023	0001156	OLYPEN INC	231030-0021	10/30/2023	OLYPEN SERVICE 11/10-12/10	161.25	161.25
11/7/2023	0001258	PORT ANGELES POWER EQU	98023329	10/20/2023	MAINTENANCE SUPPLIES- TI	62.97	62.97
11/7/2023	0001300	PUBLIC UTILITY DISTRICT	110606-101923	10/19/2023	09/19-10/18 SCENIC OVERLO	119.54	119.54
11/7/2023	0001540	SWAIN'S GENERAL STORE IN	319280	10/23/2023	SUPPLIES	6.50	6.50
11/7/2023	0001708	WA ST DEPT OF LABOR &, IN	367927	10/16/2023	DEPT OF L&I -BOILERS SECT	29.90	29.90
11/7/2023	0017663	ARAMARK UNIFORM SVCS IN	5120341926	10/24/2023	LAUNDRY SERVICE -PA	16.32	
			5120343546	10/26/2023	LAUNDRY SERVICE-SQ	16.29	
			5120343529	10/26/2023	LAUNDRY SERVICE-LC	16.29	48.90
11/7/2023	0021386	STAPLES ADVANTAGE	3550564052	10/21/2023	OFFICE SUPPLIES	654.19	
			3550564053	10/21/2023	OFFICE SUPPLIES	381.45	
			3550564050	10/21/2023	OFFICE SUPPLIES	250.76	1,286.40
11/7/2023	0049034	WSP USA INC	1360744	10/25/2023	ELWHA RIVER BRIDGE RATIN	673.70	673.70
Sub total for U S BANK:							9,757.00

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Final Check List
CLALLAM COUNTY

Public Works (1)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0029528	ADVANCED ANALYTICAL SOLI	35023	10/17/2023	ADVANCED ANALYTICAL AVEI	592.78	592.78
11/7/2023	0004211	CENTURYLINK	4574719-101423	10/14/2023	CENTURYLINK 360-457-4719	162.88	162.88
11/7/2023	0000361	CLALLAM COUNTY ROAD DEF	2023.076R	10/26/2023	10/2023 EMPLOYEE BENEFIT	169.29	169.29
11/7/2023	0000348	CLALLAM COUNTY DEPT OF,	23-0525	10/23/2023	TESTING SERVICE	76.00	76.00
11/7/2023	0000546	EXPRESS SERVICES, INC	29779517-43401	10/11/2023	EXPRESS BULLMAN BEACH-	316.16	316.16
Sub total for U S BANK:							1,317.11

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11/01/2023 10:13:07AM

Final Check List
CLALLAM COUNTY

Public Works (2)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	11/7/2023	0034154	CLALLAM COUNTY CARLSBOI	CI00034695RE	6/30/2023	2023 Q2 WASTE RED PLAN (F	8,667.25
	11/7/2023	0000360	CLALLAM COUNTY ER&R	2023.198E	6/30/2023	06/23 MISC EQUIPMENT REN	3.97
				2023.159E	5/31/2023	05/23 MISC EQUIPMENT REN	3.05
				2023.226E	7/24/2023	07/23 MISC EQUIPMENT REN	0.21
	11/7/2023	0000361	CLALLAM COUNTY ROAD DEF	2023.038R	5/30/2023	04/16/23~05/15/23 EMPLOYEE	185.28
				2023.060R	8/22/2023	07/15/23~08/15/23 EMPLOYEE	61.20
				2023.045R	6/30/2023	05/16/23~06/15/23 EMPLOYEE	47.03
				2023.050R	7/24/2023	06/16/23~07/15/23 EMPLOYEE	6.57
	11/7/2023	0001300	PUBLIC UTILITY DISTRICT	15722	10/23/2023	05/23~09/23 WSBO	24,037.38
				15721	10/23/2023	05/23~09/23 PWB	9,310.25
Sub total for U S BANK:							42,322.19

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0000268	WAVE BUSINESS	1032293-02-Oct	9/30/2023	CABLE TV - INMATES	333.62	333.62
11/7/2023	0000268	WAVE BUSINESS	1032290-02-Oct	9/30/2023	CABLE - ADMIN	286.32	286.32
11/7/2023	0000268	WAVE BUSINESS	1240306-01-Oct	9/30/2023	INTERNET - SAR & OPSCAN	135.27	135.27
11/7/2023	0000296	CENTURYLINK	406092135-Oct2	10/6/2023	DATA CONNECTION	1,236.30	1,236.30
11/7/2023	0000296	CENTURYLINK	300421654-Oct2	10/6/2023	TELEPHONE SERVICE	227.87	227.87
11/7/2023	0000360	CLALLAM COUNTY ER&R	2023.305E	10/18/2023	MILEAGE	42,412.29	42,412.29
11/7/2023	0000593	FORKS, CITY OF	2728	10/3/2023	PRISONER BOARD BILL	1,816.80	1,816.80
11/7/2023	0000628	GALLS LLC	025928267	10/11/2023	UNIFORM - ANDREWS	57.45	
			025936350	10/12/2023	UNIFORM - JOHNSON,A	27.74	
			025895446	10/7/2023	UNIFORM - JOHNSON,A	23.12	108.31
11/7/2023	0000812	JIFFY CLEANERS	101523	10/15/2023	UNIFORM & TABLECLOTHS C	369.27	369.27
11/7/2023	0000918	LINCOLN STREET STATION	Account1-Oct23	10/3/2023	SHIPPING CHARGES	161.43	161.43
11/7/2023	0001252	PORT ANGELES, CITY OF	82072	10/18/2023	4TH QTR 2023 PENCOM DISF	71,075.00	
			82495-151160-O	10/18/2023	UTILITIES - FRONT STREET	472.36	71,547.36
11/7/2023	0001540	SWAIN'S GENERAL STORE IN	319194	10/20/2023	SUPPLIES FOR JAIL	75.93	75.93
11/7/2023	0001543	SWANSONS SERVICES CORP	1771128	10/12/2023	INDIGENT PACKS	79.42	
			1768957	10/5/2023	INDIGENT PACKS	49.05	128.47
11/7/2023	0001641	VERIZON WIRELESS	9946972382	10/15/2023	CELL PHONE SERVICE	4,381.11	4,381.11
11/7/2023	0001677	WAASSOC OF SHERIFFS & P	DUES 2023-007	10/1/2023	WASPC ASSOCIATE DUES - V	75.00	75.00
11/7/2023	0004033	CHASTAIN, ANNE	101923	10/19/2023	FOOD FOR PREPAREDNESS	249.92	249.92
11/7/2023	0004211	CENTURYLINK	206-T01-0387-O	10/16/2023	DATA CONNECTION	336.06	
			360-457-2911-O	10/14/2023	TELEPHONE SERVICE	71.54	
			360-457-9044-O	10/14/2023	TELEPHONE SERVICE	71.54	
			206-Z14-0050-O	10/14/2023	TELEPHONE SERVICE	71.20	550.34
11/7/2023	0022573	APPLIED CONCEPTS, INC.	427412	10/16/2023	REPAIRS ON SGT MUNGER'S	257.50	257.50
11/7/2023	0026528	SOUND SEPTIC SERVICES	13-789	10/11/2023	PROPERTY SALE SEPTIC INS	363.81	363.81
11/7/2023	0029266	NI GOVERNMENT SERVICES	I23092909221	10/5/2023	SATELLITE PHONE SERVICE	49.48	49.48

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0033486	LN CURTIS & SONS INC	INV755278	10/13/2023	DUTY GEAR - MINKS	255.06	
			INV756886	10/19/2023	UNIFORM - WAKNITZ	105.54	
			INV735466	8/11/2023	UNIFORM - MCCANN	69.10	
			INV735450	8/11/2023	UNIFORM - ERSKINE	55.05	
			INV735455	8/11/2023	UNIFORM - BERNSTEN	55.05	
			INV735460	8/11/2023	UNIFORM - ROMAN	55.05	
			INV735474	8/11/2023	UNIFORM - WESSEL	55.05	
			CM39075	9/27/2023	CREDIT MEMO - ARMOR SKIN	-349.68	300.22
11/7/2023	0037246	MITCHELL, KAREN	102023	10/20/2023	MILEAGE FOR PROJECT LIFE	19.65	19.65
11/7/2023	0037247	HAIR BY NICOLE	102423	10/24/2023	INMATES HAIRCUTS	195.00	195.00
11/7/2023	0041605	HOME DEPOT PRO	769018805	10/5/2023	JAIL SUPPLIES	649.38	
			769018813	10/5/2023	JAIL SUPPLIES	126.21	775.59
11/7/2023	0041804	FILEONQ INC	11303	11/1/2023	PROPERTY AND EVIDENCE M	540.74	540.74
11/7/2023	0045270	MCCANN, NICKI	102123	10/21/2023	SIG ANTACID ULTRA FOR INN	8.68	8.68
11/7/2023	0046683	ODP BUSINESS SOLUTIONS	L336204274001	10/10/2023	OFFICE SUPPLIES	90.50	
			336204592001	10/10/2023	OFFICE SUPPLIES	11.69	102.19
Sub total for U S BANK:							126,708.47

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Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0001136	OLYMPIC MEDICAL CENTER	OMC-10.26.23	10/26/2023	INMATE MEDICAL	246.30	246.30
11/7/2023	0001254	PORT ANGELES FIRE DEPAR	115-2023-000042	10/26/2023	PAFD TRANSPORT	175.03	175.03
11/7/2023	0025115	RADIA INC PS	ZBA5HJ6	10/26/2023	INMATE MEDICAL	20.39	20.39
11/7/2023	0041537	MCKESSON MEDICAL-SURGI	21252598	10/21/2023	STOCK MEDS	133.41	
			21257466	10/23/2023	STOCK MEDS	91.57	
			21217025	10/12/2023	STOCK MEDS	77.16	
			21232582	10/17/2023	STOCK MEDS	38.58	
			21239303	10/18/2023	STOCK MEDS	18.67	
			21248370	10/20/2023	STOCK MEDS	4.69	364.08
11/7/2023	0048022	SOUND INPATIENT PHYSICIAN	ZB9NXW1	10/26/2023	INMATE MEDICAL 9.30.23	53.70	
			ZB8nr96	10/26/2023	INMATE MEDICAL	46.90	100.60
Sub total for U S BANK:							906.40

apCkHist
11/01/2023 11:33AM

Check History Listing
CLALLAM COUNTY

Superior Court (1) Page: 1

Bank code: apbank

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
	11/07/2023	0000357 LAWYERS CLALLAM-JEF			09-23 CF	10/23/2023	420.00	420.00
	11/07/2023	0001212 CENTER PENINSULA DIS			09-23 PDRC	10/23/2023	1,130.00	1,130.00

apbank Total: 1,550.00

2 checks in this report

Total Checks: 1,550.00

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11/01/2023 11:40:08AM

Final Check List
CLALLAM COUNTY

Superior Court (2)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
11/7/2023	0020849	U S BANK	9945171808 P4F	10/27/2023	SEPTEMBER 2023 - VERIZON	50.36	
			9945171808 DC	10/27/2023	SEPTEMBER 2023 - VERIZON	50.36	100.72
Sub total for U S BANK:							100.72

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/26/2023 0000268		WAVE BUSINESS	WAVE 10/26/23	10/26/2023	VET CENTER PHONE	88.01	88.01
10/26/2023 0020849		U S BANK	BG6299 10/26/23	10/26/2023	FOOD	150.00	
			FS7468 10/26/23	10/26/2023	FOOD	150.00	
			GM9761 10/26/23	10/26/2023	FOOD	150.00	
			HJ5467 10/26/23	10/26/2023	FOOD	150.00	
			LR0480 10/26/23	10/26/2023	FUEL	150.00	
			MR0685 10/26/23	10/26/2023	FOOD	150.00	
			NR5219 10/26/23	10/26/2023	FOOD	150.00	
			SW8839 10/26/23	10/26/2023	FUEL	150.00	
			TB7322 10/26/23	10/26/2023	FOOD	150.00	
			TJ0715 10/26/23	10/26/2023	FOOD	150.00	
			AT4817 10/26/23	10/26/2023	FOOD	100.00	
			CT2720 10/26/23	10/26/2023	FOOD	100.00	
			FR5264 10/26/23	10/26/2023	FOOD	100.00	
			HG1393 10/26/23	10/26/2023	FOOD	100.00	
			KR4397 10/26/23	10/26/2023	FOOD	100.00	
			NW3421 10/26/23	10/26/2023	FOOD	100.00	
			PD1598 10/26/23	10/26/2023	FOOD	100.00	
			SE2067 10/26/23	10/26/2023	FOOD	100.00	
			UA6931 10/26/23	10/26/2023	FOOD	100.00	2,400.00
10/26/2023 0042901		WA STATE DEPT OF VETERAN	NWVRC 10/26/23	10/26/2023	VET CORPS PAYMENT 2 POS	4,000.00	4,000.00
Sub total for U S BANK:							6,488.01



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NOV 07 2023

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of October 30 – November 3, 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, October 30, 2023. Present were Commissioners Ozias, Johnson and French, and Administrator Mielke.

Items of discussion per the agenda published October 26 were:

- Calendar/Correspondence
- Resolution appointing Deacon Johnston to the Solid Waste Advisory Committee
- Washington Counties Risk Pool update
- Memorandum of Understanding amendment 1 with the City of Forks for the Forks Waste Water Treatment Facility Project
- Letter of support for Habitat for Humanity of Clallam County Connecting Housing to Infrastructure Program CHIP
- Conservation Futures Program Advisory Board update
- Agreement with Recreation and Conservation Office for Camp David Jr. Projects
- Subrecipient Monitoring Form for the Community Wildfire Defense Grant Program
- Agreement with Trout Unlimited Inc. for Fish Barrier Removal Projects
- Briefing and call for request for proposals/qualifications for Hearing Examiner Services
- Discussion and next steps on the City of Port Angeles request for regional meeting regarding Elwha Legacy Forests and Water Supply
- Agreement amendment 3 with Clallam Economic Development Council for American Rescue Plan Act Funds ARPA
- American Rescue Plan Act ARPA update

Meeting concluded at 12:07 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, October 31, 2023. Also present were Commissioners Johnson and French and Administrator Mielke.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

PUBLIC COMMENT

- Ed Telenick, Sequim, commented on Hearing Examiner work session discussion item (see attached)

CONSENT AGENDA

- 1a Approval of vouchers for the week of October 23
- 1b Approval of payroll for the period ending October 15
- 1c Approval of minutes for the week of October 23
- 1d Letter of support for Habitat for Humanity of Clallam County Connecting Housing to Infrastructure Program CHIP

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

REPORTS AND PRESENTATIONS

- CRJ commented on Serenity House event
- CMF commented on Rayonier Grant Breakfast, Forks Chamber Meeting, Recompete
- CMO commented on Captain Joseph's House event, Port Angeles civics class, North Olympic Development Council, Washington State Association of Counties - weighted voting

ADMINISTRATION

- 2a Resolution authorizing Auditor to void outstanding claims and warrants dated July 1, 2021 through June 30, 2022

ACTION TAKEN: CRJm to adopt, CMFs, mc

BUDGET

- 3a Notice that the following budget revisions will be adopted by Resolution on October 31:
Information Technology – Capital – Reallocation of funds for actual project costs/\$69,447
Sheriff – VRF Boating Program – The purchase price of the new patrol vessel was updated after last year's budget projections occurred, leading to a shortage on the capital line for the vessel cost/\$3,450
Sheriff – Jail - Contracted costs for Norpoint Services to provide courthouse security for the month of September 2023/\$19,497

ACTION TAKEN: CRJm to adopt, CMFs, mc

- 3b Notice that the following budget reductions will be adopted by Resolution on October 31:
HR-Employee Health Care Benefit – Updated guidance from WA State Auditor's Office is that HR Employee Health Care fund is not a true Internal Services Fund and should be in the General Fund as part of payroll. All 2023 revenue and expenses will be moved to Human Resources in the General Fund, and once completed, the HR Employee Health Care fund will be closed (1 of 3)/\$48,450

ACTION TAKEN: CRJm to adopt, CMFs, mc

- 3c Notice that the following supplemental appropriations will be adopted by Resolution on October 31:
HHS – Foundational Public Health Services - Department of Health Consolidated Contract #14 is adding Foundational Public Health Services funding for Environmental Health, HHS operations, and unanticipated projects pending program planning (1 of 3)/\$428,500
HHS – Environmental Health - Department of Health Consolidated Contract #14 is adding Foundational Public Health Services funding for increases to salaries and benefits, overtime costs for the records scanning project, and food safety program position (2 of 3)/\$198,801
HHS – Operations - Department of Health Consolidated Contract #14 is adding funding for the WIC, Immunizations, MCH and FPHS programs for increases to salaries and benefits, and also overtime costs for the records scanning project (3 of 3)/\$206,946
Public Works – Solid Waste – Reimbursement from the Department of Ecology LSWFFA grant and the City of Port Angeles Enterprise Fund for the final scope of work and amount of WSU service efforts for the 2023 Waste Reduction Plan/\$10,000
Auditor – 2022 Primary Election revenue budgeted in 2022 was not received until 2023/\$104,000
Sheriff – Operations – Reimbursement for overtime shifts worked in support of our Operation Stonegarden Grants FY19 and FY20/\$62,136
Sheriff – Jail Medical – Reimbursement for expenditures to Peninsula Behavioral Health as they are the provider filling in inmate evaluations as needed/\$6,100

ACTION TAKEN: CRJm to adopt, CMFs, mc

HEARING(S)

- H1 Ordinance amending Chapter 5.40 of the Clallam County Code, Opportunity Fund Program
- ATM, provided a staff report

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

- CMO noted no one provided testimony.

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

- H2 Resolution calling for a hearing to be held October 31 at 10:30 a.m. for the following debatable emergencies:

HR – Employee Health Care Benefit – Updated guidance from WA State Auditor's Office that HR Employee Health Care fund is not a true Internal Services Fund and should be in the General Fund as part of payroll. All 2023 revenue and expenses will be moved to Human Resources in the General Fund, and once completed, the HR Employee Health Care fund will be closed (2 of 3)/\$78,450

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of October 30 – November 3, 2023
Page 3

Human Resources - Updated guidance from WA State Auditor's Office that HR Employee Health Care fund is not a true Internal Services Fund and should be in the General Fund as part of payroll. All 2023 revenue and expenses will be moved to Human Resources in the General Fund, and once completed, the HR Employee Health Care fund will be closed (3 of 3)/\$78,450

HR – Risk Management – Additional funding to address approved reclassifications as well as unanticipated increase in insurance premium costs that were not allocated or anticipated in the current budget/\$269,590

HR – Workers Compensation Claims – Additional funding to address approved position reclassification, unanticipated workers compensation claim costs, and unknown yet-to-be incurred charges for the remainder of 2023/\$203,600

Parks and Facilities – REET 2 – Funding to cover unforeseen construction issues such as removal of kiosk, replacement of curb and gutter at drive through, soft spot repair in driveway, and installation of a catch basin/\$60,200

Sheriff – Emergency Services – Additional funding to cover adjusted salary cost of Emergency Management Coordinators/\$5,400

Sheriff – Animal Control – Additional funding to cover adjusted salary cost of Animal Control Deputy/\$4,500

Sheriff – Jail Medical – Additional funding for Doctor salaries, inmate medicine, and inmate medical which covers outside provider services/\$50,000

Auditor – Unforeseen expense due to new requirement from K & H Printers to order envelopes for the 2024 February Special Election and the 2024 March Presidential Primary/\$28,000

- Mark Lane, Finance Department, provided a staff report

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

- The following signed up to provide testimony:
 - Ed Telenick, Sequim

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

PUBLIC COMMENT

- Brian Grad, Sequim, commented on Power Plant – Elwha River, City of Port Angeles transfer of trust land application (see attached)
- Ellen Manshew, Port Angeles, commented on Power Plant – Elwha River
- Tim Wheeler, Sequim, commented on Power Plant – Elwha River
- Karen Hubert, Sequim, commented on Power Plant – Elwha River, Towne Road, logging, environment, homelessness, affordable housing, Sequim School District graduation rate
- Ed Telenick, Sequim, commented on Port Angeles issue, water, forests

Meeting concluded at 11:16 a.m. and continued to a 1p.m. executive session regarding planning and discussions regarding County strategy and position related to upcoming collective bargaining negotiations.

EXECUTIVE SESSION – 1 p.m.

Pursuant to RCW 42.30.110, an executive session will be held at 1 p.m., Tuesday, October 31, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

This Executive Session is for planning and discussions regarding County strategy and position related to upcoming collective bargaining negotiations.

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.

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of October 30 – November 3, 2023
Page 4

The Board convened in open session at 1 p.m. to discuss planning and discussions regarding County strategy and position related to upcoming collective bargaining negotiations. Present were Commissioners Ozias, Johnson and French, Administrator Mielke, Department of Community Development Emery, Human Resources/Risk Reyes, Sill, Wenzl, and Hill, District Court I Williams, Superior Court Judge Erickson, Sheriff King, Superior Court Botnen, Finance Department Turner and Lane, Auditor Riggs, Treasurer White, Assessor Rushton and Chief Civil Deputy Prosecuting Attorney Boughton.

ACTION TAKEN: CRJm to recess to executive session until 2:30 p.m., CMFs, mc

The board recessed into executive session at 1:02 p.m.

The board convened in open session at 2:27 p.m. and continued to 3:27 p.m.

CRJ stepped out of the session at 3 p.m. for a William Shore Memorial Pool Meeting

The board convened in open session at 3:27 p.m. and recessed to 3:42 p.m. to wait for CRJ to return

The board convened in open session at 3:42 p.m. and recessed to 3:49 p.m. to wait for CRJ to return

The board convened in open session at 3:49 p.m. and recessed to 4 p.m. to wait for CRJ to return

The board convened in open session at 4 p.m. and continued to 4:29 p.m.

The board convened in open session at 4:29 p.m. and continued to 5:04 p.m.

CMO noted no action will be taken

Meeting concluded at 5:04 p.m. and continued to 9 a.m., Monday, November 6, 2023.

The Board of Commissioners attended WSAC Virtual Update, Rayonier Grant Breakfast, Coffee with Colleen, and Housing Solutions Committee Meeting during the week of October 30.

PASSED AND ADOPTED this 7th day of November 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mike French

KEY TO ABBREVIATIONS:

ATM Administrator Todd Mielke

CMO Commissioner Mark Ozias

CRJ Commissioner Randy Johnson

CMF Commissioner Mike French

m moved
mc motion carried
s seconded

Oct. 31, 2023
Public record
Public comment
Ed Telenick

Good morning, Commissioners,

I realize that this first comment period is generally reserved for today's agenda items but because the County won't provide an opportunity to provide public input during the work sessions, and because this important item should be addressed before it officially comes before the Board, I felt it should be flagged this week.

At yesterday's work session there was a discussion regarding an Executive Session that was held on October 24. It involved potential litigation regarding a County Contractor. It was yet another behind closed doors meeting (that seems to occur almost weekly these days).

Although much of the conversation was cryptic and without context, it was clear that it involved Andrew Reeves from Sound Law Center and it revolved around delays in 2 decisions that were brought before him. It was also clear that he resigned his position as the HE.

The DCD Director, who made the presentation also seems to have been tasked with preparing and submitting an RFPQ for a new Hearings Examiner that will be brought before the Board next week.

Here are my problems with that.

First, the HE is a position created under the Home Rule Charter. It is funded by, and under the authority of the BOCC, not the DCD.

Second, Director Emery himself is currently in violation of legally binding orders of Mr. Reeves for a Code Enforcement Case that dates back almost three years. He definitely should not be the person tasked with finding his replacement.

Third, Clallam County routinely delays their contracts with the HE and then retroactively signs off on them. I'm not even sure that they have a current contract, because on June 27 you signed off on one that was going to expire on June 30, 2023, three days later. It seems disingenuous to call out others for delays when you are just as guilty of doing so.

Fourth, the BOCC has been asking for statistics regarding the performance of the HE for years. I have yet to see that information presented, despite assurances by the DCD Director that it would be done by mid-summer. If anyone is interested, there was a discussion of this during the June 20 work session that is available online. Why are taxpayers continuing to fund a HE when they have no real metrics as to the effectiveness of this service?

In summary, I have personally attended several of Mr. Reeves (and recently Mr. Sidle's) hearings over the past 5 years. I have always found them to be reasonable and well prepared. I wish I could say the same about the Staff who occasionally present inaccurate information to the Examiners. It has made their jobs immeasurably harder by putting them in an untenable situation. Until that component of this process is corrected, it won't matter which Contractor is hired to mediate these cases.

Thank you.

Ed telenick

26.04.020 Appointment.

The Hearing Examiner shall be appointed and compensated by the Board of Clallam County Commissioners and shall serve at the pleasure of the Board.

HOME RULE CHARTER 5.25

The Clallam County Code is current through Ordinance 1007, passed September 19, 2023.

Disclaimer: The Commissioner's Office has the official version of the Clallam County Code. Users should contact the Commissioner's Office for ordinances passed subsequent to the ordinance cited above.

County Website: www.clallam.net

Hosted by Code Publishing Company, A General Code Company.

Statement of Brian Grad - Sequim Oct 31, 2023

Public Comment
Brad Grad

Good morning Commissioners....!.....

This morning I would like to read to you some excerpts from an Opinion piece in the Oct 12 Tacoma News Tribune.

The title is "***We spent millions restoring a vital Washington waterway. Why is DNR going to log nearby?***"

It is written by BILL BRYANT, former Seattle Port Commissioner who was also the Republican nominee in the 2016 Governor's race.

And here I quote ..."When I learned Washington's DNR intended to log 125 acres near the Elwha River, I was incredulous. Taxpayers spent hundreds of millions of dollars removing [the dams] there so salmon could return, and now Washington state was going to log nearby. Really? "

Mr. Bryant goes on to talk about the visit he made to the site this past August...and describes the disappearance of the glaciers he used to see in the Olympics, when he hiked here in his 30's.

He continues: "I want to be clear: I support logging. In the 1950's my late father-in-law ...was a forester near the Elwha. Back then...forests like [this one]... were commonplace. Today they are disappearing. Yet, for \$657,000.... DNR hopes to log this one."

"What will happen to river temperatures and salmon runs when the glaciers are gone and summer in-stream flows fall? **That's when we will need the tall masts of older trees and the full sails of their canopies to capture and drip the Pacific's moisture onto the forest floor, eventually into the river. We shouldn't roll the dice, hoping that in 50 years replants will be tall and thick enough to capture the moisture the rivers need.**"

"... We should focus on the effect logging **this year** could have decades from now."

"Last year, The News Tribune reported that half of the Olympic mountains ' glaciers had melted. In 50 years most will be gone. **Unless we act to preserve the rivers.... the glaciers 'disappearance could threaten salmon and steelhead habitat, orca populations, lush forests and drinking water supplies for cities like Port Angeles.**" Unquote.

Commissioners - we need you to ask for a delay on this decision.

16
NOV 07 2023



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 7th day of November 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



PROCLAMATION

ADOPTION DAY 2023 PROCLAMATION

WHEREAS, all children deserve to be raised in safe and loving homes; and

WHEREAS, Clallam County recognizes the importance of legally-free foster children becoming members of nurturing families through adoption; and

WHEREAS, more than 6,200 Washington children are currently in foster care; and

WHEREAS, more than 1,065 children statewide are legally free and waiting to join new families, and

WHEREAS, raising awareness of these children among potential adoptive parents is a critical step in moving foster children more quickly into permanent homes; and

WHEREAS, Courts across Washington will celebrate the 24th Annual National Adoption Day in November 2023, in order to help raise awareness;

NOW, THEREFORE, WE THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby proclaim November 16th as

Adoption Day

and we urge all residents to join us in this special observance.

Signed this 7th day of November 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



29

AGENDA ITEM SUMMARY

NOV 07 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 10-30-23**

REGULAR AGENDA ☒ **Meeting Date: 11-7-23**

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract #19941-22-002-1 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Executive summary:

County – City of Forks MOU – Opportunity Fund Award
City of Forks staff, Caryn Depew Clerk/Treasurer and Rod Fleck Attorney/Planner, attended the BOCC work session on September 11, 2023 to update the Commission on the City's efforts to improve its Waste Water Treatment Plant. The County and City entered into a Memorandum of Understanding (MOU) associated with the Commission's awarding the City \$2,375,610 from the "Opportunity Fund Program." *See Contract No. 19941.22.002 and also Resolution 16-2022.* Funding would augment funds the City allocated from federal America Rescue Plan Act (ARPA). The MOU was to terminate upon the City's use of the awarded funds, "or February 24, 2024, whichever may come first."

Challenges arose in obtaining the necessary engineering services and that delayed the start of the project. Further analysis was also required by the City's acquired engineering firm, Parametrix, further delaying the project. The City has recently obtained a project schedule from Parametrix and there is a need for an extension of the MOU through September 30, 2025, unless sooner terminated as provided within the MOU, or unless otherwise extended by written mutual consent of the Parties.

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?** ☐
\$2,375,610 from the "Opportunity Fund Program."

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review and approve of the Clallam County Opportunity Fund Program Memorandum of Understanding Amendment 1 with the City of Forks for the Waste Water Treatment Facility Project.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Rod Fleck, Caryn Depew - City of Forks, Mark Lane - Finance Department

Relevant Departments: Board of Commissioners, Finance Department

Date submitted: 10-25-23

- * 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)

City of Forks Sewer Project 11-7-23
Revised: 3-04-2019

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

CLALLAM COUNTY OPPORTUNITY FUND PROGRAM MEMORANDUM OF UNDERSTANDING Amendment 1

THIS AMENDMENT 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU) executed on March 1, 2022 is made and entered by and between Clallam County, a political subdivision of the State of Washington (hereinafter "County"), and the City of Forks, a municipal corporation (hereinafter "City"). Together, the County and the City are referred to herein as the "Parties." The Parties have the lawful authority to execute this MOU pursuant to their corporate powers RCW 36.01.010 and RCW 35A.11.010.

The term of the Amendment shall commence on the 5th day of October, 2023 and shall terminate as provided elsewhere in this Amendment.

WHEREAS, the County administers the "Opportunity Fund Program" in accordance with RCW 82.14.370(3) and Chapter 5.40 of the Clallam County Code to finance public facilities/infrastructure that may promote economic development in the region;

WHEREAS, the City has previously applied for grant funding through the "Opportunity Fund Program" in order to help finance the Waste Water Treatment Facility project;

WHEREAS, the County has carefully reviewed the City's grant application and the corresponding project;

WHEREAS, the County believes the project is still eligible to receive opportunity funds and that the moneys will be used to finance facilities/infrastructure that may promote economic development within the region;

WHEREAS, the County has held public meetings/hearings and received extensive public comment regarding the City's application;

WHEREAS, the County has previously determined that the City is a worthy recipient of opportunity funds and the award is in the interest of the common good as evidenced by adoption of Resolution 16, 2022 by the County Board of Commissioners; and

WHEREAS, the City has experienced a series of delays relating to the commencement of constructing the Waste Water Treatment Facility, and as a result, requested from the County's Board of County Commissioners in a work session held on September 11, 2023 an extension of the original term of the MOU from February 24, 2024 to the second half of calendar year 2025 to allow the City adequate time to commence and complete the project.

NOW THEREFORE, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the County and the City that the following sections of the MOU be amended as follows:

Section 2 Duration—This MOU shall be effective immediately once signed by the Parties and will continue in effect through September 30, 2025, unless sooner terminated as provided herein, or unless otherwise extended by written mutual consent of the Parties.

Section 3 Financing—The County will issue a one-time warrant to the City in the amount of \$2,375,610 upon receipt of written confirmation from the City that (1) the project's construction phase is underway or is expected to be underway within 30 days of the date of such written confirmation, and (2) the City anticipates exhausting its own ARPA funds committed in support of this project within 30 days of the date of such written confirmation.

Section 10 Termination—This MOU will terminate when the City uses the full amount of the award, returns any remaining balance to the County, provides a presentation showing the progress/success of the project as required under Section 1, or September 30, 2025, whichever may come first.

All other terms and conditions of the MOU shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this MOU Amendment.

CLALLAM COUNTY
BOARD OF COMMISSIONERS

CITY OF FORKS

Date:

Date:

Mark Ozias, Chair

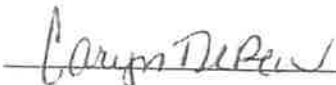


Tim Fletcher, Mayor

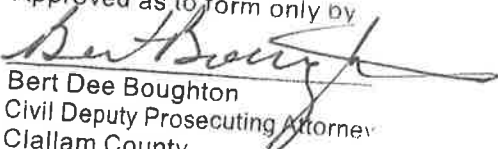
ATTEST:

ATTEST:

Loni Gores, Clerk of the Board



Caryn DePew, City Clerk

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

2b



AGENDA ITEM SUMMARY

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

NOV 07 2023

Department: Parks, Fair, & Facilities

WORK SESSION ☒ Meeting Date: 10.30.2023REGULAR AGENDA ☒ Meeting Date: 11.7.2023

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

Item Summary:

- ☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 305-23-005
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☐ Other:

Documents exempt from public disclosure are attached: ☐

Executive summary: RCO NCLI TIER 1 (No Child Left Inside TIER 1) is a \$25,000 reimbursable grant that provides both capital improvements at Camp David Jr., i.e., replacement of 10-12 1980's vintage canoes AND provides program support to improve aquatic safety at the camp.

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

This will reimburse for expenses related to an existing Capital project- Camp David Jr. Repair & Improvement. A Budget Change is in process.

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

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Don Crawford

Relevant Departments: Board of Commissioners, Parks, Fair & Facilities Department

Date submitted: 10.23.2023

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda item summary NCLI TIER 1 (RCO No Child Left Inside TIER 1)
 ** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Project Sponsor: Clallam County Parks, Fair and Facilities Division

Project Number: 22-2041E

Project Title: Camp David Jr. Aquatics Program

Approval Date: 07/01/2023

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington by and through the State Parks & Recreation Commission (SP or Funding Entity) acting through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917, and by and through the Clallam County Parks, Fair and Facilities Division (Sponsor, and primary Sponsor), 223 East 4th Street Ste 7, Port Angeles, WA 98362-3015, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Education and Recreation Account of the State of Washington. The grant has been awarded by the Director of State Parks subject to this Agreement and shall be administered by the RCO per the authority granted the Director of RCO in RCW 79A.25.020, and the Interagency Agreement Between the State of Washington Recreation and Conservation Office and Washington State Parks and Recreation Commission (RCO IAA No. 23-07, Parks No. IA 123-002).

DESCRIPTION OF PROJECT

Clallam County Parks, Fair and Facilities Division will use this grant to fund the development and implementation of a formal canoe skills training and experience program to complement the existing aquatics activities provided by Camp David Jr. This aquatics program will engage approximately 2300 youth in Clallam County in aquatic activities. Participants will learn the basic skills associated with successful canoe use, "anatomy" of a canoe and paddle, canoe safety, basic strokes and canoe function, creating a trip plan and water safety. Successful basic skills mastery results in the participants experiencing a lengthy canoe tour experience. Funds for this grant will provide equipment, PPE, educational aids, and staffing for the program.

PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2023 (project start date) and ends on June 30, 2025 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The period of performance shall not extend beyond June 30, 2025.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office are hereby incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

All of the supplies and equipment purchased with project funds under this Agreement shall be retained by sponsor and used for similar uses, or otherwise disposed of per the TREATMENT OF EQUIPMENT AND ASSETS section, or as approved by RCO. This obligation shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$25,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - No Child Left Inside Tier 1	100.00%	\$25,000.00	State
Total Project Cost	100.00%	\$25,000.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions of the Recreation and Conservation Office.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

For the purpose of this Agreement, WAC 352.80 shall apply as terms of this Agreement; provided, where a WAC refers to a funding board's responsibility and/or authority, the RCO director shall have that role and/or authority.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- No Child Left Inside (NCLI) - Manual 23
- Reimbursements - Manual 8

SPECIAL CONDITIONS

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Sponsor Project Contact

Don Crawford
Director
223 East Fourth Street, Suite 7
Port Angeles, WA 98362
donald.crawford@clallamcountywa.gov

RCO Contact

Blake Brady
Administrative Assistant
PO Box 40917
Olympia, WA 98504-0917
blake.brady@rco.wa.gov

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

This Agreement, for project 22-2041, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RECREATION AND CONSERVATION OFFICE. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Clallam County Parks, Fair and Facilities Division

By: _____

Date: _____

Name (printed): _____

Title: _____


Approved as to Form
Deputy Prosecutor

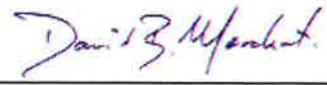
**State of Washington, Washington State Parks and Recreation Commission
Acting through the Recreation and Conservation Office**

By: _____

Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By:  _____

Assistant Attorney General

Date: 05/01/2023

Project Sponsor: Clallam County Parks, Fair and Facilities Division
Project Title: Camp David Jr. Aquatics Program

Project Number: 22-2041E
Approval Date: 07/01/2023

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Education Metrics

Worksite #1, 223 East Fourth Street, Suite 7 Port Angeles, WA 9

Outdoor Program Equipment (Optional)

Purchase educational program equipment

Describe and quantify the outdoor program equipment being purchased : 8 each Clipper - Yukon 16'8 canoes with External Bang Plate \$1,250 ea. 16 each PFD 16 each paddles misc. visual aids, props, and safety supplies.
8 each Clipper - Yukon 16'8 canoes with External Bang Plate \$1,250 ea. 16 each PFD 16 each paddles misc. visual aids, props, and safety supplies.

Youth Outdoor Programs

Implement Youth Outdoor Program

Number of youth served in this program:	2300
Number of hours each participant will spend outside:	15 15 hours of aquatic programming provided per child
Total number of hours of youth outdoor programming provided by this project:	34500

Project Sponsor: Clallam County Parks, Fair and Facilities Division**Project Number:** 22-2041E**Project Title:** Camp David Jr. Aquatics Program**Approval Date:** 07/01/2023

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/01/2023	
	Progress Report Due	12/31/2023	
	Annual Project Billing Due	12/31/2023	
	Annual Project Billing Due	06/30/2024	
	Progress Report Due	06/30/2024	
	Progress Report Due	12/31/2024	
	Annual Project Billing Due	12/31/2024	
	Final Billing Due	06/30/2025	
	Final Report	06/30/2025	
	Agreement End Date	06/30/2025	

Project Sponsor: Clallam County Parks, Fair and Facilities Division

Project Number: 22-2041E

Project Title: Camp David Jr. Aquatics Program

Approval Date: 07/01/2023

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 06/27/2023.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

agreement or project agreement – The document entitled “Recreation and Conservation Office Agreement” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the Recreation and Conservation Office, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Agreement subject to any limitations on their effect.

applicable manual(s) -- A manual designated in this Agreement to apply as terms of this Agreement, subject to substitution of the “RCO director” for instances where the term “board” occurs.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for instances where the term “board” occurs.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds administered by RCO.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

child abuse or neglect - The injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, and safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

corporal punishment - Any act that willfully inflicts or causes the infliction of physical pain on a child.

critical injury - a serious injury that places life in jeopardy, typically involves a person that is unconsciousness, experienced a significant loss of blood, an acute fracture or amputation of a leg or arm, burns over a major portion of the body, loss of sight or other significant losses that require immediate medical attention in a hospital or by a qualified medical practitioner.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

DSHS – Washington State Department of Social and Health Services

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Minor (minors) – a child (children). A person or persons under the age of 18.

Office – Means the Recreation and Conservation Office or RCO.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

program participant – persons taking part in programs, or being served by; the sponsor, contractor, subcontractor, or its assigns; under the terms of this Agreement.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

regulation – any federal, state, or local regulation, rule, or ordinance.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

secondary sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

sponsor or primary sponsor – The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors.

subcontractor – An entity that receives a contract from a contractor.

State – the government of the State of Washington to include all its departments, agencies, offices, boards and commissions.

State Parks – The operating arm of the Washington State Parks and Recreation Commission, that is responsible for implementation of commission programs established pursuant to statute or policy. Also includes the Washington State Parks and Recreation Commission.

vulnerable adult – a person over the age of 18 who has the functional, mental, or physical inability to care for himself or herself; or has a developmental disability, or has been admitted to any facility or is receiving services from home care agencies licensed or required to be licensed under RCW 70.127, or receiving services from an individual provider; or who self-directs his or her own care and receives services from a personal aide under chapter RCW 74.39, or any combination of or all of the above.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the

RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.
- E. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- F. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

INSURANCE

The sponsor shall at all times comply with the following insurance requirements.

- A. **Industrial Insurance Coverage.** If required by law, sponsor shall provide or purchase industrial insurance coverage for themselves and their employees as required by Labor and Industries prior to performing work under this Agreement. Any and all claims that might arise under the Workmen's Compensation Act on behalf of the sponsor or other persons while engaged in the performance of the duties and services contemplated and any and all claims that might be made by a third person as a result of any act or failure to act, shall be the sponsor's sole obligation. RCO will not be responsible for payment of industrial premiums or for any other claim or benefit for sponsor, or any sponsor employee, volunteer, contractor or subcontractor, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. Sponsor, or any sponsor employee, volunteer, contractor or subcontractor are not employees of RCO or State Parks.
- B. **General Liability Insurance.** The sponsor shall maintain General Liability Insurance or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties' performance under this Agreement, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract.
- C. **Other Insurance.** Sponsor shall maintain automobile insurance on all vehicles used to transport staff, volunteers, and program participants, including vehicles hired by the sponsor or owned by the sponsor's employees, contractors, subcontractors, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. In addition, sponsor shall ensure that sponsor, its employees, contractors, or volunteers who use vehicles to transport program participants or deliver services have automobile insurance that covers passengers and driver, and current driver's licenses.
- D. **Evidence of Coverage.** The sponsor shall, upon request by RCO or any other state of Washington agency, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required.
- E. **General.** By requiring insurance, the RCO does not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the sponsor from liability in excess of the required coverage and limits and shall not limit the sponsor's liability under the indemnities and reimbursements granted to the State of Washington.
- F. **For Self-Insured Sponsors**

Local Governments: The sponsor warrants that pursuant to RCW 48.62 it is self-insured against liability claims against the sponsor and its officers, employees, and agents acting as such. Therefore, RCO and sponsor agree that the sponsor is not obligated to carry general liability insurance, nor automobile insurance for sponsor vehicles; except that sponsor shall ensure that its employees, contractors, or volunteers who use their own vehicles to transport program participants or deliver services have personal automobile insurance and current driver's licenses.

PARTICIPANT HEALTH, SAFETY, AND WELFARE

- A. **Health and Safety.** Sponsor shall perform any and all of its obligations under this Agreement in a manner that does not unduly compromise the health and safety of any program participant.
- B. **First Aid and CPR.** Sponsor and all sponsor employees, contractors, and subcontractors accompanying program participants shall have current first aid and cardiopulmonary resuscitation (CPR) training.
- C. **Background Checks.** Sponsor and all sponsor employees, volunteers, contractors, and subcontractors; and all prospective sponsor employees, volunteers, contractors, and subcontractors who may have unsupervised access to a minor (child, children) or a vulnerable adult served under this Agreement or other persons having access to program participants, shall have a criminal history background check pursuant to RCW 43 and WAC 388, prior to providing services under the terms of this Agreement. These background checks will be done through the Washington state patrol criminal identification section and may include a national check from the federal bureau of investigation, which shall be through the submission of fingerprints. Sponsor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by or required by any local, state, or federal agency, or law or regulation.
- D. **Corporal Punishment Prohibited.** Corporal punishment of program participants is prohibited.
- E. **Program Participants' Personal Information and Confidentiality.** Sponsor shall protect and maintain all program participants' personal and confidential information obtained under this agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the sponsor to employ reasonable security measures, which include restricting access to the personal and confidential information to persons and organizations that need the information to perform essential duties under this Agreement. The compromise of personal or confidential information must be reported to the program participant (or guardian thereof if a minor) within one (1) business day of discovery.

Sponsor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

- F. **Publishing and Distribution of Photographs and Video.** Any photographs or videos of program participants may only be published, distributed, or otherwise made available to the public if the program participants therein, have given written consent. For minors, only his or her legal guardian may give such consent.
- G. **Smoking, Drugs and Alcohol Prohibited in Presence of Youth.** Smoking, (including the use of e-cigarettes), consumption of alcohol or other drugs by sponsor, sponsor employees, volunteers, contractors and subcontractors in the presence of youth is prohibited.
- H. **Notifications.** Sponsor must immediately notify RCO if any of the following occurs in connection with the services provided under the terms of this Agreement:
 - 1) Death of sponsor employee, volunteer, or program participant.
 - 2) Critical injury to a program participant.
- I. **Safety Plan.** Sponsor shall have and follow a safety plan during the period performance of this agreement.
- J. **Mandated Reporter Training.** Sponsor shall ensure that sponsor, sponsor's employees and volunteers, and contractors and subcontractors who are legally required to report child abuse or neglect (RCW 26.44.030), read and/or view the materials in DSHS's Mandated Reporter Toolkit prior to having access to children. After reading and reviewing the materials, all persons shall sign and date a statement acknowledging his or her duty to report child maltreatment and affirming that he or she understands when and how to report suspected child abuse or neglect. The sponsor shall retain the signed statement in each individual's personnel file. The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DSHS, or access the Mandated Reporter Toolkit online at the following address: <http://www.dshs.wa.gov/ca/safety/abuseReport.asp?2>
- K. **Transportation of Children.** The sponsor shall only provide transportation that is safe, reliable, and in conformance with local, state, and federal laws. Specifically, and in addition:
 - 1) Drivers shall be age 21 or older, have a current valid driver's license for the classification of motor vehicle operated, have proof of liability insurance, and successfully pass a background check.
 - 2) Drivers shall at all times comply with the child passenger restraint requirements of RCW 46.61.687 when transporting children or providing transportation to children served under this Agreement. Current child passenger restraint requirements may be accessed at <http://www.800buckleup.org/>.
 - 3) Motor vehicle is maintained in safe operating condition.
 - 4) Number of passengers does not exceed the seating capacity of the motor vehicle.
 - 5) Motor vehicle is equipped with the required safety devices and seat belts, which shall be used as required by law.
- L. The sponsor shall ensure that no transportation of program participants occurs unless an auto insurance policy that covers the transportation of them is in effect.
- M. **Investigations of Sponsor or Related Personnel.** RCO reserves the right in its sole discretion, without prior notice to sponsor, to suspend or terminate this agreement if the sponsor, or any partner, officer or director of the sponsor, volunteer, or a contractor or subcontractor is investigated by DSHS or any local, county, state or federal agency and that investigation identifies a matter or condition that, if ultimately established, would potentially:
 - 1) Result in a conviction for violating a local, state or federal law, or
 - 2) In the sole judgment of RCO, adversely affect the delivery of services under this agreement or compromise the health, safety, or welfare of program participants.
- N. **Compliance Sponsor's Sole Responsibility.** It is sponsor's sole responsibility to ensure that the above requirements A-K are fully complied with. The RCO does not assume any responsibility to ensure or review such compliance.

RECORDS

- A. **Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project

complete, as defined in the PROJECT REIMBURSEMENTS section. 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.

- B. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- C. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **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 contract and prior to normal completion, RCO may terminate the Agreement under the Non Availability of Funds clause in the TERMINATION Section.
- C. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
 - 1) All approved or required activities outlined in the Agreement are done;
 - 2) A final project report is submitted to and accepted by RCO;

- 3) Any other required documents and media are complete and submitted to RCO;
- 4) A final reimbursement request is submitted to RCO;
- 5) The completed project has been accepted by RCO;
- 6) Final amendments have been processed;
- 7) Fiscal transactions are complete.

E. **Sources of Eligible Match.** Applicant resources used to match grant funds must be eligible in the grant program.

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

Any fees charged must be consistent with the value of any service(s) furnished, value of any opportunities furnished; and prevailing range of similar programs by similar providers.

RIGHTS IN DATA

Copyright in all material created by sponsor and paid for under the terms of this agreement shall be the property of the State of Washington. Both the State of Washington and sponsor may use these materials, and permit others to use them, for any purpose consistent with their respective missions. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Sponsor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant), a perpetual, unrestricted, royalty free, non-exclusive license to the State of Washington to use any such materials.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and

- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.
- B. **Direct Buy Purchases (RCW 39.26.125).** Sponsor is not required to have a competitive process for procurement of goods and services if the item or service purchased is \$10,000 or less (not including tax). Sponsor may also directly buy an item of service from up to \$13,000 (not including tax) if the supplier is a microbusiness, minibusiness, or small business as defined in RCW 39.26.010.
 - C. **Discrimination.** Sponsor purchases must comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The sponsor shall provide the RCO, or any of its staff, officers, or delegates access to its facility and its programs, at all reasonable times, in order to monitor and evaluate performance and compliance under this Agreement.

ACKNOWLEDGMENT AND SIGNS

The sponsor shall include language that acknowledges the funding contribution of the No Child Left Inside grant program in its publications and marketing materials and portals. This acknowledgement shall be accompanied by the State Parks and RCO logo.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

Long-Term Obligations. Sponsor shall comply with the terms of this Agreement.

PROGRAMS OPEN TO THE PUBLIC

All potential program participants must have an equal opportunity to participate in opportunities and programs provided under the terms of this Agreement. If membership is required to participate in a program or opportunity, membership must be open to the general public.

PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate Sponsor, including any nonprofit Sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if

requirements are met.

FINAL REPORT

Sponsor shall provide to the Recreation and Conservation Office a final report on the program's accomplishment within 30 days of receiving its final reimbursement payment. The report shall be in the format prescribed by RCO.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State law (constitution, statute);
- F. Washington Administrative Code;
- G. Applicable RCO manuals.
- H. RCO policies

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as

updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;

B. The relative positions of the parties;

C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three-person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SEVERABILITY

The provisions of this Agreement 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 Agreement.



AGENDA ITEM SUMMARY

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

24
NOV 07 2023

Department: Public Works

WORK SESSION ☒ **Meeting Date: 10/30/2023**

REGULAR AGENDA ☒ **Meeting Date: 11/07/2023**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU | #101-20-027B |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Trout Unlimited has an existing agreement in place with the County for the design of three Fish Barrier Removal Projects in the Sol Duc watershed: Two under Wisen Creek Road and one under the Swede Road. All three existing structures are on County Roads just upstream from a Fish Barrier at US 101. This new agreement is to ensure reimbursement for County Staff for construction engineering & inspection.

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?** ☐

Item 25 on the 2023 – 2028 Six-Year Transportation Improvement Program describes the funding and in-kind match.

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

Please sign the agreement between the County and Trout Unlimited.

County Official signature & print name:  Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi & Jason O'Dell

Relevant Departments: Public Works- Roads

Date submitted: 10/24/2023

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

101-20-027B

TROUT UNLIMITED, INC
Project/Program Name

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Subrecipient agreement for reimbursable activities to **Clallam County Public Works Department**, Unique Entity ID Number: **JV6JJNELRBS5**

SUBRECIPIENT AWARD AMOUNT:

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$82,000**

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$82,000**

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$82,000**

SUBRECIPIENT AGREEMENT PERIOD: **May 1, 2023 – February 28, 2026**

FEDERAL FUNDING INFORMATION:

Federal Awarding Agency: Dept. of Commerce - National Oceanic and Atmospheric Administration is the federal awarding agency.

Federal Award Identification Number (FAIN): **NA23NMF4630010**

Federal Award Date: March 1, 2023

Federal Award Project Description: Olympic Peninsula Coldwater Connection Campaign – Hoh and Wisen Fish Passage Project

Federal Assistance Listing Number (CFDA): 11.463

Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 C.F.R. § 200.414): 13.84%

PASS-THROUGH ENTITY: *Trout Unlimited, Inc.* is the pass-through entity.

Trout Unlimited, Inc
1777 North Kent Street
Suite 100
Arlington, VA 22209

Project Manager
Luke Kelly
Western WA Program Director
luke.kelly@tu.org
360-789-8282

Clallam County Public Works Dept. (subrecipient)
223 E 4th St # 6,
Port Angeles, WA 98362

Project Manager
Joe Donisi
County Engineer, P.E.
joe.donisi@clallamcountywa.gov
360-417-2404

FUNDING AGENCY

National Oceanic and Atmospheric Administration
1315 East-West Highway, 14th Floor
Silver Spring, MD 20910

Project Manager
Rina Studds
Habitat Restoration Specialist
rina.studds@noaa.gov
301-427-8651

SUBRECIPIENT AGREEMENT
Between
Trout Unlimited, Inc. and Clallam County Public Works Department

THIS SUBRECIPIENT AGREEMENT is made as of the last signature, ("**Effective Date**") by and between Clallam County Public Works Department a County Department in Washington State with offices located at 223 E 4th Street, #6, Port Angeles, WA 98362 ("**Subrecipient**") and Trout Unlimited, Inc., a Michigan nonprofit corporation, with offices located at 1777 North Kent Street, Arlington, Virginia, 22209. ("**TU**"). Subrecipient and TU may be referred to herein collectively as the "**Parties**," or individually as a "**Party**."

This Agreement shall govern the activities and responsibilities to be carried out by the Subrecipient on behalf of Trout Unlimited, a grantee of the NOAA's Restoring Fish Passage through Barrier Removal grant program as further specified in this Agreement.

1. **Purpose:** The purpose of this Agreement is to provide support to the Subrecipient to perform the activities outlined in Attachment A during the period of this Agreement.

2. **Term and Termination:** This Agreement shall take effect on the effective date and shall remain in effect until February 28, 2026. Activities under this agreement shall commence on May 1, 2023 and conclude on or before February 28, 2026. This Agreement shall automatically terminate upon completion of the Project, except for ongoing management requirements detailed in Section 8.

Either Party reserves the right to terminate this Agreement in whole or in part for cause. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of ten (10) days to cure the defect. Termination is effective only in the event the Party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, TU shall only be liable for eligible expenses incurred before the effective date of termination. The Parties may terminate this Agreement at any time by mutual written concurrence.

3. **Pre-Award Authority:** TU grants pre-award authority to Subrecipient that allows the Subrecipient to begin work activities and incur expenses as of May 1, 2023. Pre-award authority only extends the time that the Subrecipient may begin work activities to the date listed. All activities and expenses incurred during this time are activities outlined in Attachment A and the associated expenses are included in the Award Amount as listed in Section 4. No additional activities or expenses will be added without prior written approval.

4. **Funding:** TU will reimburse Subrecipient's eligible costs up to but not to exceed the Award Amount of **\$82,000**. If applicable, Subrecipient agrees to contribute, through cash or in-kind contribution, \$0, or the local match share identified in the Scope of Work in Attachment A. The actual amount of reimbursement may be less than the Award Amount and will be determined under the conditions of this Agreement. The Subrecipient shall be responsible for any costs in excess of the Award Amount.

5. **Indirect Costs:** If applicable, Subrecipient's eligible Indirect Cost rate under this agreement is 47.0122%.

6. Compliance: All activities funded, operated, and maintained under this Agreement must be in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (C.F.R.) § 200 and other Federal, State, and local law. Additionally, the Subrecipient shall ensure compliance with any additional funding agency requirements.

7. Scope of Work: Subrecipient will perform services and complete tasks as detailed in the Scope of Work (SOW) (Attachment A).

Any changes to the SOW must be agreed to by both Parties in writing in advance.

8. Liability and Reimbursement: TU will bear no responsibility or liability with respect to any claims or suits by third persons for damages incurred or suffered resulting from, or caused by, the Subrecipient, any subcontractor, or their respective employees, agents, servants and assigns activities under this Agreement. The Subrecipient agrees that it will indemnify, defend and save TU harmless from and against all losses and all claims, demands payments, suits, actions, recoveries, judgments, costs and expenses of every nature and description brought or recovered against TU or expended by TU, including the payment of attorneys' fees arising from the performance by the Subrecipient, any subcontractors, and/or their respective employees, agents, servants and assigns of the Subrecipient obligations under this Agreement.

If, under this Agreement, any habitat restored, enhanced, created, or acquired by or for the Subrecipient is managed, conveyed, or administered in a manner inconsistent with this Agreement and/or the project purpose, the Subrecipient will reimburse TU for any costs or expenses incurred and/or be bound to the alternative redress chosen by the federal granting agency. Under these circumstances, the Subrecipient shall be obligated to reimburse TU for costs incurred by TU to restore, enhance, create, or acquire any habitat that is managed, conveyed, or administered in a manner inconsistent with project purposes.

9. Covenant Against Contingent Fees: The Subrecipient represents and warrants that no person or entity has been employed or retained to solicit or secure this Subaward upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

10. Payment. Subrecipient will submit an invoice upon completion of the tasks as outlined in the SOW. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by TU. TU will approve payments as soon as practicable, but not later than thirty (30) days after a complete invoice has been received, provided that complete and accurate supporting documentation has been submitted to TU. Expenses incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for the performance of this Agreement from the monies of TU other than grant funds received by TU from TU's funding agency for the purposes of reimbursement under this Agreement. TU shall provide Subrecipient with written notice within five (5) business days after becoming aware that grant funds received by TU from TU's funding agency for the purposes of reimbursement under this agreement are no longer available for reimbursement to Subrecipient. At the end of TU's fiscal year, TU may request the Subrecipient to provide an estimate of expenses incurred. Subrecipient shall provide timely responses to TU's request for expenditure information.

Subrecipient shall submit its invoice to TU at accountsreceivable@tu.org. Invoices shall include a) description of the milestone; (b) deliverables under the milestone; (c) completion date; and (d) amount to be paid for the completed milestone, applicable receipts, a signature by a certifying official as detailed below and other supporting documentation. TU may deem an invoice incomplete if the data and/or documentation are incomplete or improper, or if the Subrecipient fails to submit necessary reports or provide other information requested by TU under the terms of this Agreement. TU may reject requests

for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement.

The Subrecipient is required to provide signed invoices. The individual noted below has the authority, on behalf of the Subrecipient, to certify and serve as the signatory on invoices related to this project. By signing the invoice, Certifying Officials are acknowledging review of invoices to ensure expenses included in the invoice are consistent with the agreement, all services and costs are documented on the invoices are accurate and eligible, and all lower tier subrecipients and contractors have been fully paid. Any invoices received by TU without the signature of the individual noted below may result in the invoice being returned unpaid.

Certifying Official:

Name: Joe Donisi

Title: County Engineer, P.E.

Eligible and allowable expenses are limited to costs determined by TU in its sole discretion as eligible costs necessary to complete the Project and consistent with cost principles established in 2 C.F.R. § 200, Subpart E. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agency by TU dedicated for the purpose of this Agreement.

Payments will be made by electronic funds transfer to the Subrecipient's bank account.

Upon submission of the claim for payment for the final milestone, the Subrecipient must certify in writing to the TU Project manager that the tasks under the Subaward are completed and the Subrecipient will make no further claim after final payment.

The Subrecipient agrees to return funds received from TU for reimbursement under this Agreement where the Subrecipient has failed to comply with the requirements set forth in this Agreement.

11. Procurement: Subrecipient agrees that major purchases under this Agreement will comply with the procurement standards and requirements of 2 C.F.R. § 200.317-.326 and applicable State regulations. If the Subrecipient fails to meet these requirements, TU may deny reimbursement requests. If such failure is determined after reimbursement has been made, the Subrecipient agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by TU, TU's funding partners, or its agents.

If applicable, Subrecipient agrees that its purchase of equipment/technology under this Agreement will comply with the property management standards and requirements outlined in 2 C.F.R. § 200.313. The Subrecipient agrees to provide TU with reasonable information concerning the use and condition of the equipment upon request.

12. Reporting: Subrecipient agrees to adhere to the reporting requirements as detailed in the SOW (Attachment A) and included in the Subrecipient Monitoring Plan/Mitigating Controls (Attachment D).

13. Modification, Waiver, and Severability: This Agreement embodies all of the agreements of the parties relating to its subject matter and supersedes all prior understandings and agreements regarding such subject matter.

In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

14. Assignment: Without the prior written consent of TU, the Subrecipient may not transfer or assign any rights or duties under or any interest in this Agreement.

15. Amendments: Amendments to this Agreement must be agreed to in writing signed by each Party.

16. Liability: The Parties agree that neither party is an agent, servant, employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Force Majeure: It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

18. Insurance: The County may provide coverage under a self-insured/liability pool or self-insured risk management program. The County shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington state Auditor's annual instructions for financial reporting. The County shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. TU, its agents, and employees need not be named as additional insured, as this is prohibited by the risk pool.

19. Disputes and Remedies: Subrecipient and TU shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.

20. Notice: Any notice given under this Agreement shall be in writing and shall be made by personal delivery, U.S. mail, or reputable commercial overnight courier at the address listed below or to such other address notified in lieu thereof. Notices will be sent by receipted means with all charges prepaid. Notice shall be deemed given the date of receipt if delivered personally, five (5) business days after its postmark if sent U.S. Mail and one (1) business day after written verification of receipt if sent by commercial overnight courier.

TU Mailing Address:

Luke Kelly
Western WA Program Director
Trout Unlimited, Inc.
1777 North Kent Street
Arlington, VA 22209

TU Project Manager

Luke Kelly
Western WA Program Director
Trout Unlimited, Inc.
1777 North Kent Street, Suite 100
Arlington, VA 22209

Subrecipient Mailing Address:

Clallam County Public Works Dept.
Joe Donisi
County Engineer, P.E.
joe.donisi@clallamcountywa.gov
223 E 4th Street, #6
Port Angeles, WA 98362

Project Manager:

Joe Donisi
County Engineer, P.E.
joe.donisi@clallamcountywa.gov
223 E 4th Street, #6
Port Angeles, WA 98362

21. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Virginia.

22. Accessibility and Maintenance of Records: The Subrecipient shall maintain a record keeping system for all of its activities, including program records, programmatic reporting, and financial management records and audit findings which support and document all expenditures of funds made under this Agreement, in accordance with federal regulations, state rules, and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.

All records associated with this agreement shall be maintained for a minimum of three (3) years following final reimbursement, except that in the event that additional post-completion monitoring is required, the Subrecipient shall keep records for the life of the subaward including post-completion monitoring. In the event that any litigation or claim is still pending, these records shall be retained until resolution of the litigation or claim. TU, TU's funding agency, or their designees shall have access to all records that are directly applicable to this Agreement for the purpose of making audit examinations.

23. Audits and Site Visits: Subrecipient agrees that TU, the Federal Government and/or application State Agencies, may conduct a site visit, audit or investigation related to program activities and funds received under this Agreement.

As applicable, the Subrecipient shall comply with the requirements of the audit provisions of 2 C.F.R. § 200, Subpart F, which requires that a non-Federal entity that expends \$750,000 or more during the

non-federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

24. Equal Employment Opportunity: Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Subrecipient shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

25. Davis-Bacon Act: Subrecipient agrees to comply with all applicable provisions of 40 U.S.C. § 3141 – 3148.

26. Contract Work Hours and Selection Standards: Subrecipient agrees to comply with all applicable provisions of 40 U.S.C. § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

27. Rights to Invention Made Under Contract or Agreement: Subrecipient agrees to comply with all applicable provisions of 37 C.F.R. § 401.

28. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act: Subrecipient agrees to comply with all applicable provisions of the Clean Air Act under 42 U.S.C. § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 U.S.C. § 1251 – 1387, and the Energy Policy Conservation Act under 42 U.S.C. § 6201.

29. Regulations on Nondiscrimination: Subrecipient shall comply with all pertinent non-discrimination laws, including Title VI of the Civil Rights Act and other Federal statutes and regulations that prohibit discrimination in Federal financial assistance programs, as applicable.

30. Federal Funding Accountability and Transparency Act (FFATA) of 2006: Subrecipient agrees to provide TU with all information requested by TU to enable TU to comply with the reporting requirements of the FFATA of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252). The Subrecipient is responsible for reporting on all subawards and executive compensation in the FFATA form included as Attachment E and submitting this form to TU when signing this Subaward.

31. Drug-Free Workplace: Subrecipient shall comply with the requirements of the Drug-Free Act of 1988, 42 U.S.C. § 701, et seq., and 2 C.F.R. § 182 and any regulation and directive applicable to EPA requiring all programs or activities receiving federal financial assistance to maintain a drug-free workplace.

32. Trafficking in Persons: Subrecipient agrees to comply with all pertinent laws and regulations against trafficking in persons pursuant to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)) (codified in 2 C.F.R. § 175).

33. UEI Number: Subrecipient agrees and acknowledges that TU may not execute the grant Agreement unless it has provided its Unique Entity Identifier number to TU. The UEI is assigned by the federal government and replaces the DUNS number that served to uniquely identify business entities. Subrecipient can apply for a UEI by going to www.SAM.gov and requesting one.

34. Debarment/Suspension: Subrecipient hereby certifies that it and its principals (a) are not presently debarred, suspended, prosed for debarment, declared ineligible, or voluntarily excluded by

and Federal department or agency; (b) have not within a three-year period preceding this certification been convicted of or had a civil judgement rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) 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 section (b) above; and (d) have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default. Principals, for the purpose of this certification, include officers, directors, partners, owners, and persons having primary management or supervisory responsibility with the business entity or responsibility for the administration of Federal funds.

The Subrecipient further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency see Attachment B.

35. Restrictions on Lobbying: Subrecipient shall comply with the restrictions on lobbying set forth in 2 C.F.R. §.200.450. Subrecipient shall comply with the special provision "restrictions on Lobbying," which is included as Attachment C of this Agreement. Subrecipient shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

36. Domestic Preferences for Procurements: Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Subrecipient agrees to include the requirements of this paragraph in all subawards, contracts and/or purchase orders for work or products under this agreement.

37. Build America Buy America (BABA): Regarding infrastructure projects (including roads, highways, bridges and water systems) funded with federal funding obligated after May 14, 2022, the Subrecipient and their subcontractors are subject to the domestic preference requirement in the Build America, Buy America Act (BABA) and shall file the required certification to TU with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Subrecipients and their subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABA, Pub. L. No. 117-58, §§ 70901-52. Subrecipients and their subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABA domestic preference requirement. Such disclosures shall be forwarded to TU who in turn will forward the disclosures to the federal awarding agency.

38. Disadvantaged Business Enterprises (DBE): When issuing procurements under this Agreement, the Subrecipient shall attempt to encourage the use of Disadvantaged Business Enterprises. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subrecipient shall carry out applicable requirements of 2 C.F.R. § 200.321 in the award and administration of Federal funding assisted contracts. Failure by the Subrecipient to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the TU deems appropriate.

39. Subrecipient Risk of Noncompliance: Additional requirements may be imposed by TU under 2 C.F.R. § 200.208 that reflect TU's assessment of the Subrecipient's risk of noncompliance with Federal statutes and regulations and the terms and conditions of the federal funding award. TU's assessment as well as the additional monitoring plan requirements, if applicable, are outlined in Attachment D.

Attachments

The following attachments are included and made part of this Agreement.

- Attachment A:** Scope of Work
- Attachment B:** Lower Tier Participant Debarment Certification
- Attachment C:** Lobbying Certification and Disclosure of Lobbying Activities
- Attachment D:** Monitoring Plan/Reporting Requirements
- Attachment E:** Subrecipient Federal Funding Accountability and Transparency (FFATA) Form

TU and the Subrecipient hereby mutually agree to the above terms and certify under the pains and penalties of perjury that to the best of their respective knowledge and belief, the following is true, correct, and complete:

Trout Unlimited, Inc.

Clallam County Public Works Dept.

By:

By:

Printed Name: _____

Printed Name: _____

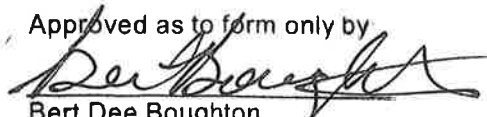
Title: _____

Title: _____

Date:

Date:

Approved as to form only by



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

ATTACHMENT A

Project Elements under the Grant

A. TU agrees to:

- Manage all aspects of the project related to restoring fish passage at three fish barrier sites in the Wisen Creek Watershed. The three sites include: Wisen Creek Road Mile post 0.13 and 0.21, and Swede Road Milepost 0.01, in Clallam County, Washington.
- Organize meetings and communications with Clallam County staff to align efforts through project completion. TU will organize and facilitate meetings and updates related to design reviews, permit compliance, pre-construction planning, construction updates during construction, and post-construction monitoring and reporting.
- Complete procurement processes to secure new road/stream crossing structures (i.e., culverts) and secure a qualified construction contractor.
- Provide construction oversight.
- Provide guidance on project funding requirements and reporting, including monitoring and reporting in collaboration with Clallam County staff.

B. The Subrecipient agrees to:

- Develop final engineered designs for the three fish passage sites at Wisen Creek Road Mile post 0.13 and 0.21, and Swede Road Milepost 0.01, in Clallam County, Washington.
- Provide engineering specs and construction contractor bid content to assist TU in developing bid documents so TU can procure a qualified construction contractor.
- Assist TU in the pre-construction phase with site staking, fish exclusion, and permit compliance and notification(s) to permit agencies.
- Provide construction inspections, including pre-construction materials inspection(s) and onsite inspections during construction.
- Provide as-built engineering drawings, if applicable.
- Conduct a post-construction site visit with TU to provide final inspection of construction work.
- Provide progress reports on a semi-annual basis, due April 30 and October 31 of each year, and a final report due March 31, 2026, or after completion of final task.
- Invoice TU on a semi-annual basis, due April 30 and October 31 of each year, and a final invoice due March 31, 2026, or after completion of final task. Each invoice must be accompanied by a progress report summarizing subrecipient monitoring and tasks completed during each invoicing period.
- Conduct site visits at a minimum of once per year to monitor the sites' conditions and notify TU within five business days of any concerns related to site conditions, safety, or fish passability. Site visit summaries must be provided with progress reports.
- Provide estimates of annual operations, maintenance and/or liability costs associated with the three barrier removal sites (Wisen Creek Road Mile post 0.13 and 0.21, and Swede Road Milepost 0.01), as required by the NOAA funding award:
 - Pre-implementation: Calculate the expected average annual operating, maintenance, and/or liability costs over the next 5 year period if the barrier

were to remain in place. Periodic or less frequent costs that may occur during this period (e.g. structural upgrades to meet safety or regulatory requirements) may be incorporated into the estimate.

- Post-implementation: Calculate the expected average annual operating, maintenance, and/or liability costs over the next 5 year period with the barrier removed.

C. TU and Subrecipient mutually agree:

- Regularly collaborate and be responsive to project needs to complete construction and restore fish passage at the three Wisen Creek Watershed sites at Wisen Creek Road Mile post 0.13 and 0.21, and Swede Road Milepost 0.01, in Clallam County, Washington.
- Work together to complete all necessary monitoring and reporting requirements associated with the NOAA funding award: Federal Award Identification Number (FAIN): NA23NMF4630010
- Provide updates on a timely basis and as needed to address unforeseen challenges and project needs to successfully complete the project.

ATTACHMENT B

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

(Not Applicable)

**ATTACHMENT B
DEBARMENT CERTIFICATION FORM**

The Subrecipient certifies that, neither the Subrecipient nor any owner, partner, director, officer, or principal of the Subrecipient nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is 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 (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (e) The Subrecipient is "Actively" registered with SAMS (Service for Award Management) and has been assigned the following Unique Entity Identifier (UEI) Number: JV6JJNELRBS5.

The Subrecipient further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____

Authorized Signature for Subrecipient

Printed Name and Title

ATTACHMENT C

LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES

LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Agency

Date

Complete this form to disclose lobbying activities

(See instructions for public burden disclosure)

1. Type of Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material charge For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Tier _____ <i>if known</i>		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Department Agency:	7. Program Name/Description:	
8. Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	

(attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): \$ _____ actual planned	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____
12. Form of payment (check all that apply): a. cash b. in-kind specify: nature _____ value _____	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Continuation sheet(s) SF-LLL-A attached: Yes No	
16. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be available for public inspection.	Signature: _____ _____ Print Name: _____ _____

	Title: _____ _____ Telephone: _____ Date: _____
TU Use Only:	Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL (STANDARD FORM –LLL)

DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime recipient, at the initiation or receipt of a covered action, or a material change to a previous filing. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an employee of TU, a Member of the Regional Transportation Council (RTC), an officer or employee of the Regional Transportation Council (RTC), or an employee of a Member of the Regional Transportation Council (RTC) in connection with a covered action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report.

1. Identify the type of covered action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime recipient.
6. Enter the name of the agency making the award or loan commitment.
7. Enter the program name or description for the covered action (item 1.)
8. Enter the most appropriate identifying number available for action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the agency.) Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered action where there has been an award or loan commitment by the agency, enter the amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered action.

(b) Enter the full names of the individuals(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with officials. Identify the employee of TU, the Member of the Regional Transportation Council (RTC), an officer or employee of the Regional Transportation Council (RTC), or the employee of a Member of the Regional Transportation Council (RTC) in connection with a covered.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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ATTACHMENT D

MONITORING PLAN/REPORTING REQUIREMENTS

- Provide progress reports on a semi-annual basis, due April 30 and October 31 of each year, and a final report due March 31, 2026, or after completion of final task.
- Conduct site visits at a minimum of once per year to monitor the sites' conditions and notify TU within five business days of any concerns related to site conditions, safety, or fish passability. Site visit summaries and must be provided with progress reports.
- Provide estimates of annual operations, maintenance and/or liability costs associated with the three barrier removal sites (Wisen Creek Road Mile post 0.13 and 0.21, and Swede Road Milepost 0.01), as required by the NOAA funding award:
 - Pre-implementation: Calculate the expected average annual operating, maintenance, and/or liability costs over the next 5 year period if the barrier were to remain in place. Periodic or less frequent costs that may occur during this period (e.g. structural upgrades to meet safety or regulatory requirements) may be incorporated into the estimate.
 - Post-implementation: Calculate the expected average annual operating, maintenance, and/or liability costs over the next 5 year period with the barrier removed.

ATTACHMENT E
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA)

Subrecipient FFATA FORM

If your award includes \$30,000 or more in federal funds, Trout Unlimited requires additional information to satisfy the requirements of the Federal Funding Accountability and Transparency Act of 2006. Please complete, sign and return this form to Trout Unlimited along with your award agreement.

Subrecipient Legal Name: Clallam County Public Works Department

Unique Entity Identifier: JV6JJNELRBSS

Executive Compensation Questions:

1. Our organization received 80% or more of its annual gross revenues from Federal Financial Assistance or Federal Procurement Contracts subject to the Transparency Act (2 CFR 170.320) and subawards in the previous fiscal year.

_____ YES

_____ NO

2. Our organization received \$25,000,000 or more in annual gross revenues from Federal Financial Assistance or Federal Procurement Contracts subject to the Transparency Act (2 CFR 170.320) and subawards in the previous fiscal year.

_____ YES

_____ NO

3. The public does NOT have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (to determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/excomp.htm.)

_____ YES

_____ NO

If you responded **YES to ALL Three Executive Compensation Questions above**, complete the table below for your top five highest compensated executives.

Five Most Highly Compensated Executives		
Name of Executive	Title	Preceding Completed Fiscal Year's Compensation

Printed Name:

Signature:

Title:



AGENDA ITEM SUMMARY

NOV 07 2023 2d

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 10/30/2023**

REGULAR AGENDA ☒ **Meeting Date: 11/7/2023**

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:

ARPA SUBRECIPIENT AGREEMENT AMENDMENT 3 – CLALLAM ECONOMIC DEVELOPMENT COUNCIL FOR PROVISION OF THE ECONOMIC ASSISTANCE GRANTS TO SMALL BUSINESSES AND NONPROFITS:

The Clallam County EDC Lifeboat 3 Grant program was originally executed August 10, 2021, and was subsequently amended on December 21, 2021, and again on March 22, 2022. The program has provided \$3,114,559.00 funding assistance to 215 businesses, non-profits, and childcare facilities throughout Clallam County that were negatively impacted by the Covid-19 pandemic. The EDC has completed their work and the program is ready to be closed out.

The purpose of Amendment 3 is aligning the contract's scope of work with the final figures of the program to close the grant and de-obligate the residual funds. The proposed amendment accomplishes this task by the following:

- Reducing the total committed ARPA funding for the EDC Lifeboat 3 program from \$3,255,852 to \$3,200,909. **A reduction of \$54,943 in total ARPA funding commitment.**
- Revise the allocations in the Scope of Work directing the \$3,200,909 to small business and non-profit relief funding, of which \$469,064 is allocated to specifically to small business and non-profits that provide childcare services in Clallam County, with remaining \$2,731,845 allocated to other small businesses, non-profits, and reimbursement of Subrecipient's administration costs.

* 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)

- EDC's compensation under the subrecipient agreement is amended to decrease the percentage for administrative costs from 9.21% to 7.91%, up to \$253,119 a reduction from the previous cap of \$300,000. The Amendment revises funding split between the Opportunity Fund and the ARPA grant as follows:
 - 5.213% from the Opportunity Fund or up to \$166,769
 - 2.697% from the ARPA Grant or up to \$86,350

All other terms and conditions of the original agreement, as subsequently amended, are unchanged.

EDC has submitted final invoice for reimbursement of administration costs of \$16,350 which once paid will close amounts due under subrecipient agreement.

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 additional funds will be needed.

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

We request the Commissioner's approval to execute this amendment during the 11/7/2023 BOCC meeting so that staff can proceed in releasing the final administrative payment to EDC and close out the grant.

County Official signature & print name: Mark Lane 

Name of Employee/Stakeholder attending meeting: Angi Klahn

Relevant Departments: BOCC & Pros Atty

Date submitted: 10/19/2023.

* 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)



ARPA SUBRECIPIENT AGREEMENT AMENDMENT #3

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Clallam County Economic Development Council, an Associate Economic Development ("ADO") within Clallam County ("Subrecipient"), and changes the following attachments to the agreement entered into on August 10, 2021, as subsequently amended by Amendment 1 on December 21, 2021 and Amendment 2 on March 22, 2022.

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the 31st day of October, 2023 and shall terminate as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

SUBRECIPIENT

Print name: Colleen McAleer

Title: Executive Director

Date: October 19, 2023

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Approved as to Form
Deputy Prosecutor

Originals: BOCC
Clallam EDC
Finance Department

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY. APPROVED BY DEE BOUGHTON ON

AMENDMENTS TO THE ORIGINAL AGREEMENT

Item 2, page 2, is amended to read as follows:

2. **ARPA Funds.** The County agrees to provide the Subrecipient a total sum not to exceed \$3,200,909 to be used for provision of small business and non-profit economic support grants, with \$469,064 to be specifically allocated for small businesses, nonprofits and special districts that provide child care services, and for reimbursement of the Subrecipient's indirect administrative costs as specified in Attachment E, conditioned on the requirement that such funds will be disbursed by the Subrecipient to eligible organizations no later than December 31, 2024 based on eligibility criteria outlined in Attachment D."

1st Paragraph, of Attachment D "Scope of Work" is amended to read as follows:

"The Board of Commissioners is directing up to \$3,200,909 to small business and non-profit relief using federal ARPA funding, of which \$469,064 is to be allocated specifically to small businesses, nonprofits and special districts that provide child care services in Clallam County, with the remaining \$2,731,845 allocated to (i) other eligible small businesses and nonprofits located in Clallam County whose operations and financial condition were adversely impacted by the COVID-19 public health emergency, including a reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship, and (ii) for reimbursement of the Subrecipient's indirect administrative costs as specified in Attachment E. These funds must be fully distributed by December 31, 2024. The intent of this grant is to provide economic support grants through the Lifeboat3 Program based on applicants meeting the eligible business and non-profit criteria outlined in Item 1 below."

Item #3 of Attachment D is amended to read as follows:

"3. Program Funding and Award Amount

The County shall make \$3,200,909 of ARPA funds available to the Lifeboat3 program that will be paid to CCEDC following receipt and approval of monthly A-19 equivalent reimbursement requests submitted by CCEDC detailing the small business and non-profit economic support grants to be disbursed by CCEDC based on eligible applications received, reviewed and certified by the Subrecipient as meeting the eligibility requirements herein until such ARPA funds are depleted. The amount of each economic support grant provided under the Lifeboat3 program shall range as follows:

- For Small Businesses and Non-Profits (Excluding Child Care Service Providers)--from \$5,000 up to a maximum of \$20,000;
- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Non-Exempt Child Care services in Clallam County-- from \$5,000 up to a maximum of \$20,000;

- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Exempt Child Care Services in Clallam County--from \$5,000 up to a maximum of \$60,000.

In the event that CCEDC identifies an applicant for which it believes an award in excess of the aforementioned award maximums is warranted based on the demonstrated severity of the negative economic impact sustained by the applicant due to the COVID public health emergency, the importance of the applicant's business/organization to the local economy of the County, the significance of mitigation actions taken by the applicant during the COVID pandemic for which no prior reimbursement funding was provided, and other relevant factors, the CCEDC may request approval of an award amount higher than the maximum from the County. Approval of such a request will be subject to the County receiving, reviewing and approving of sufficient additional justification and documentation to be provided by the CCEDC that supports the higher requested grant amount to be awarded.

All funds are to be disbursed no later than December 31, 2024."

Attachment E "Compensation" is amended to read as follows:

To achieve the elements outlined in Exhibit A: Scope of Work, CCEDC's compensation for its indirect administrative costs of the program during the contract period shall not exceed 7.91% of the ARPA funding provided to the Subrecipient and disbursed under the program, or up to \$253,119, with such compensation to be paid to the Subrecipient by the County as follows:

- 5.213%, or up to \$166,769, shall be paid from the County's Opportunity Fund, with the stipulation that such funds must be applied entirely toward financing the costs of personnel utilized by CCEDC in support of its operations including performance of its duties under this Agreement ; and
- 2.697%, or up to \$86,350, shall be paid from the ARPA funds paid to the Subrecipient by the County under this Agreement.

All other terms or conditions of the original Agreement as previously amended, not described or mentioned here remain unchanged and continue to have their full force and effect.



AGENDA ITEM SUMMARY

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

NOV 07 2023

3a

Department: BOCC

WORK SESSION ☒ **Meeting Date: 10/30/23**

REGULAR AGENDA ☒ **Meeting Date: 11/7/23**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Solid Waste Advisory Committee for the Tribal Governments Alternate.

A press release was issued during the month of July 2023 soliciting applications from interested citizens. One application was received.

Makah Tribe forwarded their recommendation to appoint Deacon Johnston as the Tribal Governments Alternate representative position.

Public Works approves of the appointment of Deacon Johnston to the Solid Waste 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 a resolution to appoint.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Public Works

Relevant Departments: Board of Commissioners, Public Works

Date submitted: 10-23-23

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



RESOLUTION _____, 2023

APPOINTING A MEMBER TO THE SOLID WASTE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Solid Waste Advisory Committee for the Tribal Governments Alternate.
2. A press release was issued during the month of July 2023 soliciting applications from interested citizens. One application was received.
3. Makah Tribe forwarded their recommendation to appoint Deacon Johnston as the Tribal Governments Alternate representative position.
4. Public Works approves of the appointment of Deacon Johnston to the Solid Waste Advisory Committee.

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

1. **Deacon Johnston** is appointed to serve as the Tribal Governments Alternate representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 7th day of November 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French

A22.177
Appointee
Public Works



NOV 07 2023 36

AGENDA ITEM SUMMARY

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

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date:** October 30, 2023

REGULAR AGENDA ☒ **Meeting Date:** November 7, 2023

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

Item summary:

- | | | |
|---|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Grant Information Statement for Awarded Grant |

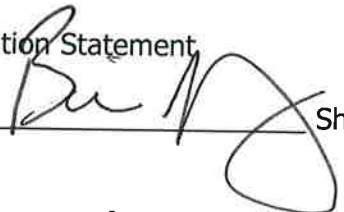
Documents exempt from public disclosure attached: ☐

Executive summary:

The Emergency Management Division of the Sheriff's Office was awarded \$125,000 from the USDA under its 2022 Community Wildfire Defense Grant Program. DNR is administering the grant and requires the BOCC to approve an Information Statement before providing us the Contract to obtain the funds.

Budgetary impact: ☒ **No Budget Impact**

Recommended action: Approval of Information Statement

County Official signature & print name:  Sheriff King

Name of Employee/Stakeholder attending meeting: Diane Harvey

Relevant Departments: Sheriff's Office

Date submitted: 10/25/23

* 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 Community Wildfire Grant Information Statement
Revised: 3-04-2019



DEPARTMENT OF
NATURAL RESOURCES

OFFICE OF COMMISSIONER OF PUBLIC LANDS HILARY FRANZ
1111 WASHINGTON ST SE
OLYMPIA, WA 98504-7001

360-902-1000
CPL@DNR.WA.GOV
WWW.DNR.WA.GOV

SUBRECIPIENT MONITORING FORM

This form will be considered valid for three (3) years from the date of signature by your organization's Authorized Official.

SECTION A: SUBRECIPIENT INFORMATION

Legal Name:

Clallam County

Organization's Address (Include ZIP Code + 4 or other postal code):

223 E 4th St., Ste. 12, Port Angeles, WA 98362-3015

Performance Site Address (if different from

above): Include ZIP Code +4 or other postal code:

DUNS # (Dun & Bradstreet): **VEI**

07-573-9235

254-004559

Congressional District (if in U.S.):

WA-6

Congressional District (if in U.S.):

What is the subrecipient's classification? (Check only if applicable)

- ☐ Large Business ☐ Veteran-Owned ☐ Small Business ☒ Government Entity ☐ Historically Black College I University
☐ Small Disadvantaged Business ☐ Tribal ☐ Historically Underutilized Business Zone ☐ Woman-Owned
☐ Volunteer Organization ☐ Minority Institution/Owned

Domestic Organizations:

Federal Employer Identification Number 91-6001298

Registered in CCR? ☒ Yes ☐ No Expiration Date: 12/06/2023

CAGE Code: 3KNZ6

(Commercial and Government Entity)

International Organizations:

NAIS Code:

(North American Industry Classification
System)

(NCAGE) Code:

Executive Compensation (complete when collaborating on a U.S. federal project only):

- ☐ Yes ☒ No During the previous fiscal year my organization received eighty percent (80%) or more of its annual gross revenues in federal awards AND twenty-five million dollars (\$25M) or more in annual gross revenues from federal awards.
- ☐ Yes ☒ No My organization regularly reports information on the compensation of its senior executives in response to section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986?

Name of Subrecipient Project Director/PI (Required): Diane Harvey

Phone: 360-417-2520

Email: diane.harvey@clallamcountywa.gov

Amount of Funding Requested by Subrecipient: \$

125,000

Cost Sharing Provided by Subrecipient (if applicable): \$ 18,900 (in-kind match)



**DEPARTMENT OF
NATURAL RESOURCES**

OFFICE OF COMMISSIONER OF PUBLIC LANDS HILARY FRANZ
1111 WASHINGTON ST SE
OLYMPIA, WA 98504-7001

360-902-1000
CPL@DNR.WA.GOV
WWW.DNR.WA.GOV

SECTION B: SUBRECIPIENT ELIGIBILITY AND CERTIFICATIONS

1. Please answer the following questions BEFORE completing the rest of the form.

- ☐ Yes ☒ No Is your organization presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Federal department or Agency?
- ☐ Yes ☒ No Is your organization delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, "Managing Federal Credit Programs"?

2. Lobbying (for U.S. federal projects only):

- ☒ Yes ☐ No My organization certifies that no payments have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this proposed project. (If "No," attach explanation.)



SECTION B: SUBRECIPIENT ELIGIBILITY AND CERTIFICATIONS

4. Additional Debarment and Suspension Information (check as applicable):

- ☐ Yes ☒ No Is the project director (or any other employee planning to participate in this project) debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities? (If "Yes," attach explanation.)
- ☐ Yes ☒ No Is the organization presently indicted for, or otherwise criminally or civilly charged by a government entity? (If "Yes," attach explanation.)
- ☐ Yes ☒ No Has the organization within three (3) years preceding this offer had one or more contracts terminated for default by any federal agency? (If "Yes," attach explanation.)

5. Audit Status / Fiscal Responsibility:

- ☒ Yes ☐ No Does your organization receive an annual audit in accordance with OMB Circular A-133?

If "Yes", please provide a link: <https://portal.sao.wa.gov/ReportSearch/Home/ViewReportFile?arn=1033321&isFinding=false&sp=false>

If "No," please indicate why your organization is not subject to A-133 audit requirements:

- ☐ My organization is a non-profit that expended less than \$500,000 in U.S. federal funds during our previous fiscal year.
- ☐ My organization is a foreign entity.
- ☐ My organization is a for-profit entity.
- ☐ My organization is a U.S. government entity.

If "Yes", respond to the following:

- ☒ Yes ☐ No Has your organization's A-133 audit been completed for the most recent fiscal year?
- ☐ Yes ☒ No Were there any findings or exceptions noted? If "Yes" attach an explanation.

Please note: Your most recent A-133 audit report will be requested prior to the establishment of a subaward.

6. Does the Subrecipient have a formal, written personnel policy that addressed the following:

- | | | |
|--------------------------------------|---|-----------------------------|
| Pay Rates and Benefits | ☒ Yes | ☐ No |
| Time and Attendance | ☒ Yes | ☐ No |
| Leave | ☒ Yes | ☐ No |
| Discrimination | ☒ Yes | ☐ No |
| Federally Approved Travel Policy | ☒ Yes | ☐ No |
| Federally Approved Purchasing System | ☒ Yes | ☐ No |



**DEPARTMENT OF
NATURAL RESOURCES**

OFFICE OF COMMISSIONER OF PUBLIC LANDS HILARY FRANZ
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OLYMPIA, WA 98504-7001

360-902-1000
CPL@DNR.WA.GOV
WWW.DNR.WA.GOV

SECTION C: AUTHORIZED REPRESENTATIVE APPROVAL

APPROVED FOR SUBRECIPIENT

The information, certifications and representations above have been read, signed and made by an authorized official of the Subrecipient named herein. The appropriate programmatic and administrative personnel involved in this application are aware of agency policy in regard to subawards and are prepared to establish the necessary inter-institutional agreements consistent with those policies. Any work begun and/or expenses incurred prior to execution of a subaward agreement are at the Subrecipient's own risk.

If Subrecipient is owned or controlled by a parent entity, please provide the following information:

Signature of Subrecipient's Authorized Official

Date:

Parent Entity Legal Name:

Mark Ozias, Chair of Board of Clallam County Commissioners Parent Entity Address, City, State, ZIP+4:

Name and Title of Authorized Official

Email: mark.ozias@clallamcountywa.gov

Phone: 360-417-2233

Fax: 360-417-2493



AGENDA ITEM SUMMARY

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

3C

NOV 07 2023

Department: BOCC/Sheriff's Office

WORK SESSION ☒ Meeting Date: 11/6/23

REGULAR AGENDA ☒ Meeting Date: 11/7/23

Item summary:

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

Executive summary:

The Sheriff's Office, on behalf of the County, is seeking bids from companies to provide courthouse security services. While the initial contracts for this purpose were awarded in an expedited process due to emergency staffing levels that needed a timely solution, the continuation of these services requires formal bidding. The current security contract will expire December 31, 2023, so we are seeking bids for service starting January 1, 2024.

At the BOCC work session meeting on October 9, 2023 the BOCC discussed the request regarding courthouse security services. On Tuesday, October 17, 2023 the BOCC approved the notice to call for bids to be received until 10 a.m. Tuesday, November 14, 2023, at which time they will be publicly opened and read aloud. The notice to call for bids was published in the Peninsula Daily News on October 31, 2023 and November 8, 2023.

It was discovered after the notice was issued that the BOCC will not be holding their regular meeting on Tuesday, November 14, 2023 due to a Washington State Association of Counties Leadership Conference in Spokane, WA.

Requesting bids to still be received on Tuesday, November 14, 2023 and opened on Tuesday, November 21, 2023 at 10 a.m. or shortly thereafter.

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?)

Requesting bids to still be received on Tuesday, November 14, 2023 and opened on Tuesday, November 21, 2023 at 10 a.m. or shortly thereafter.

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

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

Relevant Departments: Board of Commissioners, Sheriff's Office

Date submitted: 11-1-23

- * 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)

security bid opening 11-7-23
Revised: 3-04-2019

Ca
OCT 17 2023

NOTICE OF INVITATION TO BID

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East 4th Street, Room 150, Port Angeles, Washington until 10 a.m. Tuesday, **November 14, 2023**, at which time ~~they will be publicly opened and read aloud for:~~ *Bids will be opened Tuesday, Nov. 21, 2023 @ 10am*

Security services for the Clallam County Courthouse and the Clallam County Juvenile and Family Center contract.

Complete drawings and specifications may be obtained from **the Clallam County website**. All bidding and related questions should be directed to Chief Corrections Deputy Don Wenzl at (360) 417-2356.

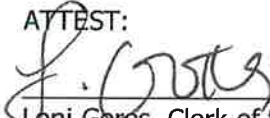
The sealed bids must be clearly marked on the outside of the envelope, "Bid Proposal – Courthouse Security." Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents received late by the Commissioners' Office, delivered to other offices, received by facsimile, email, or other means will not be considered. Late bids will be returned unopened.

Clallam County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any or all bids and to waive minor informalities in the process or to accept the bid, which in its estimation best serves the interests of Clallam County.

APPROVED this 17 day of Oct. 2023

ATTEST:


Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mark Ozias, Chair

Publish: First: 10/31/2023; Second: 11/08/2023

Bill: Clallam County Sheriff's Office





4a
NOV 07 2023

AGENDA ITEM SUMMARY

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

Department: Community Development

WORK SESSION ☒ **Meeting Date: October 30, 2023**

REGULAR AGENDA ☒ **Meeting Date: November 7, 2023**

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 RFPQ Release Notice |

Documents exempt from public disclosure attached: ☐

Executive summary: In accordance with action taken by the Board of Commissioners following Executive Session on October 24, 2023, enclosed is Request for Proposals/Qualifications (RFPQ) for contracting services to serve as the Clallam County Hearings Examiner. The date of release for the RFPQ is November 7, 2023. Also included is a draft Hearing Examiner RFPQ Information Packet (sheet) providing details and instructions on submitting proposals. The RFPQ period is scheduled to conclude on December 5, 2023.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ No budgetary impact. Funding for Hearing Examiner services is already contained in the Commissioner's 2024 Draft Budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Release the RFPQ Notice for publication.

County Official signature & print name: Bruce Emery

A handwritten signature in blue ink, appearing to read "Bruce W. Emery", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Bruce Emery

Relevant Departments: Department of Community Development, Board of Clallam County Commissioners.

Date submitted: October 25, 2023

* 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)

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Board of Commissioners is seeking proposals from interested parties to provide Hearing Examiner services to Clallam County. Applicants should have experience with local land use laws and regulations and the hearing process.

Sealed proposals must be clearly marked on the outside of the envelope **"Hearing Examiner 2023 RFPQ Proposal."** The address for submitting proposals by US Mail is: Board of Clallam County Commissioners, 223 E 4th Street, Suite 4, Port Angeles, WA 98362. Proposals may also be hand-delivered to 223 E 4th Street, Room 150 (County Commissioner's Office), Port Angeles, Washington. **Proposals MUST be received by 10:00 a.m., Tuesday, December 5, 2023, whether by mail or hand delivery.** Submittals made in an incorrect format or received late will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioner's Meeting on Tuesday, December 5, 2023.

An informational RFPQ packet is available on the Clallam County website at <https://www.clallamcountywa.gov/920/Hearing-Examiner>. A hardcopy of the packet may be obtained Monday through Friday, 8:00 AM to 4:30 PM, at the Clallam County Department of Community Development, 223 East 4th Street, Suite 5, Port Angeles, Washington 98362, or by calling 360.417.2323 or email at bruce.emery@clallamcountywa.gov.

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PASSED THIS _____ day of _____, 2023

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, Clerk of the Board

Mark Ozias, Chair

c: Department

Publish: November 11 and November 18, 2023

Bill: Board of Commissioners

CLALLAM COUNTY HEARING EXAMINER RFPQ INFORMATION PACKET

Overview:

The Hearing Examiner conducts administrative and quasi-judicial hearings on appeals of departmental decisions and a variety of land use permits requested within unincorporated areas of Clallam County and renders a decision. The Hearing Examiner is an independent contractor relationship. The Hearing Examiner functions in accordance with the policies and procedures set forth in Chapter 26.04, Clallam County Code, and Clallam County Administrative Policies 921, 922 and 923.

Clallam County has used the Hearing Examiner system for over 25 years and the rules of procedure were last updated in 2013. Public hearings and appeal hearings are scheduled on an as-needed basis, with two hearing days each month and no more than three hearings per day. Hearings are normally held in the Commissioners' Board Room at the Clallam County Courthouse in Port Angeles, Washington.

Duties of the Hearing Examiner include but are not limited to reviewing and assisting in revising a set of rules of proceedings; and production of an annual report containing a summary of decisions made, recommendations for improving the Hearing Examiner system, and other observations and recommendations pertaining to land use policies and legislation.

The Clallam County Department of Community Development assists the Hearing Examiner by:

- Preparing case files and records
- Providing staff support during hearings
- Setting agendas in consultation with the Examiner
- Preparing legal notices
- Providing copies, mailing, and distribution of notices and decisions
- Providing a staff recommendations on cases; electronic copies of staff recommendations and records for the Examiner's use.

The Hearing Examiner determines whether a site visit is needed for each application following a review of all the information submitted.

Prior to beginning work, the Examiner is required to procure and maintain at their expense, comprehensive automobile liability insurance at statutorily required limits, and workers' compensation coverage, if applicable, as required by the State of Washington for the duration of the contract. Insurance must be placed with a company with a minimum Best's rating of A-. Evidence of insurance must be presented to the County's Risk Management Office prior to execution of the contract.

Clallam County requires the Examiner issue a decision within 10-working days of the close of the record for each hearing.

The contract will begin on January 1, 2024, or earlier if mutually agreeable, and will run until January 1, 2025. The contract will contain a conflict of interest statement and the applicant shall be prepared to recuse him or herself from any case where a potential conflict of interest exists. In such cases and cases of unscheduled absence, the Hearing Examiner will be responsible for providing a pro tempore Hearing Examiner.

The proposals should answer all of the requested information indicated below.

Requirements:

The proposal shall:

1. Indicate the applicant's background, and demonstrate their familiarity with Clallam County land use laws and regulations, and land use hearing, processes, and geographic knowledge of the area.
2. Indicate the applicant's support staff and ability to meet the deadlines cited in this RFP and indicate the proposed reimbursement if as an independent contractor; i.e.:
 - a. A lump sum per hearing fee; or
 - b. A cost per hour fee; or
 - c. A combination of lump sum and cost per hour fees.
3. Address how mileage and travel time are factored into the fee reimbursement schedule.
4. Indicate the applicant's ability to comply with the Americans with Disabilities Act, EEO, and any other applicable County, State, or Federal laws.
5. Be accompanied by:
 - a. A list of professional references who can attest to the applicant's abilities; and
 - b. Three writing samples, consisting of administrative decisions written by the applicant. If the applicant has no experience as a hearing examiner or administrative law judge, concise opinion memos or staff reports may be substituted for the administrative decisions.
6. Be signed and dated.

Submission:

All proposals must be received by the Board of Clallam County Commissioners, 223 East 4th Street, Suite 4 (Room 150, if hand-delivered), Port Angeles, Washington 98362 by 10:00 a.m., December 5, 2023. Submit proposal in a sealed envelope, clearly marked, "Hearing Examiner 2023 RFPQ Proposal."



NOV 07 2023

AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 11/06/2023

REGULAR AGENDA ☒ **Meeting Date:** 11/07/2023

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 28, 2023 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 17 and 24, 2023.

County Official signature & print name: Debi Cook 

Name of Employee attending meeting: Mark Lane

Relevant Departments: BOCC, Finance

Date Submitted: 11/01/2023

* 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 28, 2023 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: <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

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 OF RESOLUTIONS ON PROPOSED LEVIES:

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

- 1) Establishing the 2024 General Purpose Property Tax Levy for Clallam County
- 2) Establishing the 2024 Road Fund Property Tax Levy for Clallam County
- 3) Establishing the 2024 Conservation Futures Property Tax Levy for Clallam County

BOARD OF CLALLAM COUNTY COMMISSIONERS

Publish: November 17 and 24, 2023
Bill: Board of Commissioners

Mark Ozias, Chair

**New attachment for item
5a Regular Agenda 11-7-23**



Updated packet
Document was submitted after the
agenda and board meeting posted on
updated 11/2/23
AGENDA ITEM SUMMARY Item 5a Reg. agd.
(Must be submitted NLT 3PM Wednesday for next week agenda) 11/7/23

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 11/06/2023

REGULAR AGENDA ☒ **Meeting Date:** 11/07/2023

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 28, 2023 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 17 and 24, 2023.

County Official signature & print name: Debi Cook 

Name of Employee attending meeting: Mark Lane

Relevant Departments: BOCC, Finance

Date Submitted: 11/01/2023

* 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 28, 2023 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: <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

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 OF RESOLUTIONS ON PROPOSED LEVIES:

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

- 1) Establishing the 2024 General Purpose Property Tax Levy for Clallam County
- 2) Establishing the 2024 Road Fund Property Tax Levy for Clallam County
- 3) Establishing the 2024 Conservation Futures Property Tax Levy for Clallam County

BOARD OF CLALLAM COUNTY COMMISSIONERS

Publish: November 17 and 24, 2023
Bill: Board of Commissioners

Mark Ozias, Chair



BUDGET RESOLUTION _____, 2023

ESTABLISHING THE 2024 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 7, 2023 that a Resolution establishing a general purpose property tax levy would be adopted by Resolution on November 28, 2023.
2. The Board of Clallam County Commissioners finds there is substantial need for the increase of 1 percent plus new construction, pursuant to RCW 84.55.0101.
3. A required public hearing will be held December 5, 2023 to consider the Clallam County current expense budget for the 2024 calendar year, pursuant to RCW 84.55.120.
4. The actual levy amount from the previous year is \$12,163,298.97.
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 2024 tax year.
2. The dollar amount of the increase over the actual levy amount from the previous year is \$121,632.99 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 twenty-eighth day of November 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Mike French

c: Assessor
Treasurer

LEVY LIMITATIONS WORKSHEET

TAXING DISTRICT CLALLAM COUNTY GENERAL FUND **2023** Levy for **2024** 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	2023	\$12,101,684.23	×	101.000%	=	\$12,222,701.07
		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).

\$165,323,069	×	0.812647116496	÷	\$1,000	=	\$134,349.32
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).

\$42,841,464	-	\$42,051,845	=	\$ 789,619.00		
Current Year's A.V.		Previous Year's A.V.		Remainder		
\$789,619	×	0.812647116496	÷	\$1,000	=	\$641.68
Remainder from Line C		Last Year's Levy Rate				

D. Regular property tax limit: A+B+C = \$12,357,692.07

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.

\$12,357,692.07	÷	\$16,068,133,523	×	\$1,000	=	0.769080743094
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.

.....	×	0.769080743094	÷	\$1,000	=	0
Annexed Area's A.V.		Rate in Line E				

G. Regular property tax limit including annexation D+F = \$12,357,692.07

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.

1.800000000000	-		-		+		=	1.800000000000
District base levy rate		Fire or RFA Rate		Library Rate		Firefighter Pension Fund		Statutory Rate Limit
\$16,068,133,523	×	1.800000000000	÷	\$1,000	=	\$28,922,640.34		
A.V. of District		Statutory Rate Limit				Statutory Amount		

I. Highest Lawful Levy For This Tax Year (Lesser of G and H) = \$12,357,692.07

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) \$16,068,133,523

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) \$16,068,133,523

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

.....	÷	\$16,068,133,523	×	\$1,000	=	0.000000000000
Levy Amount		A.V. from Line K4 above				

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

.....	÷	\$16,068,133,523	×	\$1,000	=	0.000000000000
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/A

If so, what was the percentage increase? 1.000000000000% Calculated % Increase 1.000000002466%

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

Year	2023	\$12,163,298.97	+	121,632.99	=	\$12,284,931.96
		Previous Year's Actual Levy		Plus Resolution Increase Amount		

Year	2023	\$12,163,298.97	×	1.000000000000%	=	\$12,284,931.96
		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)

= \$134,349.32

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

= \$641.68

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)

= \$12,419,922.96

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

\$12,419,922.96	+	\$21,108.22	=	\$12,441,031.18
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)

= \$12,491,031.00

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

\$12,357,692.07	+	\$21,108.22	=	\$12,378,800.29
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).

\$12,378,800.29	-		=	\$12,378,800.29
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)

= \$28,922,640.34

K. Lesser of I and J

\$12,378,800.29

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

1. Minus amount over levied (if applicable)

2. Plus amount under levied (if applicable)

M. **Total:** K +/- L

\$12,378,800.29

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.

\$12,378,800.29	÷	\$16,068,133,523	×	\$1,000	=	0.770394412785
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.

\$12,378,800.29	÷	\$16,068,133,523	×	\$1,000	=	0.770394412785
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
---	--	---

\$12,378,800.29	÷	\$16,068,133,523	×	\$1,000	=	0.770394412785
Post Shift Levy Amount		Amount on line J1 on page 1				Post Shift Levy Rate

CLALLAM COUNTY
BREAKDOWN OF PROPERTY TAX LEVY--GENERAL FUND
2024 BUDGET

ASSESSED VALUE--2024 (from Highest Lawful Levy Calc sheet) \$ 16,068,133,523.00

TOTAL PROPERTY TAX LEVY (from Highest Lawful Levy Calc sheet) \$ 12,378,800.29

BASED ON CURRENT CARVE OUT FACTOR RATES											
FUND	PRIOR YEAR BASED ON CURRENT LEVY RATE	PROPOSE D BASED ON YEAR OVER YEAR CHANGE IN CURRENT LEVY RATE	% CHANGE IN LEVY YOY	CALC'D PROPERTY TAX--2024	ROUNDED	2024 BUDGET (ALLOCATE BASED ON AMOUNT CERTIFIED FOR BUDGET--CELL N108	\$ Increase from PY	% Increase from PY	1%	IPD (if applicable)	Difference
19914--VETERAN'S RELIEF	0.0092453	0.00876457	-5.20%	\$ 140,830.20	\$ 140,800.00	\$ 142,100.00	\$ 3,720.94	2.69%	\$ 134,645.27		
11331--DEVELOPMENTAL DISABILITIES	0.02054512	0.01947682	-5.20%	\$ 312,956.14	\$ 313,000.00	\$ 315,800.00	\$ 8,290.83	2.70%	\$ 299,211.72		
12241--LAND ASSESSMENT	0.00154	0.00145992	-5.20%	\$ 23,458.24	\$ 23,500.00	\$ 23,700.00	\$ 650.04	2.82%	\$ 14,362.16		
00100--GENERAL FUND	0.78132	0.74069	-5.20%	\$ 11,901,555.71	\$ 11,901,600.00	\$ 12,009,431.00	\$ 315,070.22	2.69%	\$ 11,381,541.97		
TOTAL PROPERTY TAX	0.8126504	0.7703944	-5.20%	\$ 12,378,800.29	\$ 12,378,900.00	\$ 12,491,031.00	\$ 327,732.03	2.69%	\$ 11,829,761.12	\$	\$
Prior Year Levy--All											

Prior Year Property Tax Budget

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

BUDGET	FINAL CERTIFIED LEVY
\$ 139,100.00	\$ 138,379.06
\$ 309,300.00	\$ 307,509.17
\$ 23,200.00	\$ 23,049.96
\$ 11,754,970.00	\$ 11,694,360.78
\$ 11,882,000.00	\$ 12,183,298.97



BUDGET RESOLUTION _____, 2023

ESTABLISHING THE 2024 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 7, 2023 that a Resolution establishing a road fund property tax levy would be adopted by Resolution on November 28, 2023.
2. The Board of Clallam County Commissioners finds there is substantial need for the increase of 1 percent plus new construction, pursuant to RCW 84.55.0101.
3. A required public hearing will be held December 5, 2023 to consider the Clallam County current expense budget for the 2024 calendar year, pursuant to RCW 84.55.120.
4. The actual levy amount from the previous year is \$8,166,245.59.
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 2024 tax year.
2. The dollar amount of the increase over the actual levy amount from the previous year is \$81,662.46 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 twenty-eighth day of November 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Mike French

c: Assessor
Treasurer

LEVY LIMITATIONS WORKSHEET

TAXING DISTRICT	CLALLAM COUNTY ROAD FUND	2023	Levy for	2024	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	2023	\$8,131,689.27	×	101.0000%	=	\$8,213,006.16
		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).

$$\frac{\$112,646,819}{\text{A.V.}} \times \frac{0.821225863400}{\text{Last Year's Levy Rate}} \div \frac{\$1,000}{1} = \frac{\$92,508.48}{1}$$

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>\$26,885,840</u>	-	<u>\$26,059,660</u>	=	<u>\$ 826,180.00</u>
Current Year's A.V.		Previous Year's A.V.		Remainder

<u>\$826,180</u>	×	<u>0.821225863400</u>	÷	<u>\$1,000</u>	=	<u>\$678.48</u>
Remainder from Line C		Last Year's Levy Rate				

D. Regular property tax limit:	A+B+C	=	\$8,306,193.12
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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>\$8,306,193.12</u>	÷	<u>\$10,690,026,226</u>	×	<u>\$1,000</u>	=	<u>0.777003998344</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.

$$\frac{\text{Annexed Area's A.V.}}{\text{Rate in Line E}} \times \frac{0.777003998344}{\$1,000} = 0$$

G. Regular property tax limit including annexation	D+F	=	\$8,306,193.12
--	-----	---	----------------

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.

$$\frac{2.250000000000}{\text{District base levy rate}} - \frac{\quad}{\text{Fire or RFA Rate}} - \frac{\quad}{\text{Library Rate}} + \frac{\quad}{\text{Firefighter Pension Fund}} = \frac{2.250000000000}{\text{Statutory Rate Limit}}$$
$$\frac{\$10,690,026,226}{\text{A.V. of District}} \times \frac{2.250000000000}{\text{Statutory Rate Limit}} \div \frac{\$1,000}{\text{Statutory Amount}} = \frac{\$24,052,559.01}{\text{Statutory Amount}}$$

I. Highest Lawful Levy For This Tax Year (Lesser of G and H)		=	\$8,306,193.12
--	--	---	----------------

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)	\$10,690,026.226
--	------------------

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)	\$10,690,026,226
--	---------	------------------

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

$$\frac{\text{Levy Amount}}{\div} \frac{\$10,690,026,226}{\text{A.V. from Line K4 above}} \times \frac{\$1,000}{=} = \frac{0.000000000000}{}$$

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

Levy Amount	÷	\$10,690,026,226 A.V. from Line K4 above	×	\$1,000	=	0.000000000000
-------------	---	---	---	---------	---	----------------

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 1.000000050207%

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

Year	2022	\$8,166,245.59	+	81,662.46	=	\$8,247,908.05
		Previous Year's Actual Levy		Plus Resolution Increase Amount		

Year	2022	\$8,166,245.59	×	1.000000000000%	=	\$8,247,908.05
		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) = \$92,508.48

C. Amount for increase in value of state-assessed property (Line C, page 1) = \$678.48

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) = \$8,341,095.01

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

\$8,341,095.01	+	\$14,032.60	=	\$8,355,127.61
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) = \$8,380,128.00

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

\$8,306,193.12	+	\$14,032.60	=	\$8,320,225.72
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).

\$8,320,225.72	-		=	\$8,320,225.72
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) = \$24,052,559.01

K. Lesser of I and J = \$8,320,225.72

L. Levy Corrections Year of Error:

1. Minus amount over levied (if applicable)

2. Plus amount under levied (if applicable)

M. Total: K +/- L = \$8,320,225.72

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.

\$8,320,225.72	÷	\$10,690,026,226	×	\$1,000	=	0.778316679875
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.

\$8,320,225.72	÷	\$10,690,026,226	×	\$1,000	=	0.778316679875
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

\$8,320,225.72	÷	\$10,690,026,226	×	\$1,000	=	0.778316679875
Post Shift Levy Amount		Amount on line J1 on page 1				Post Shift Levy Rate



BUDGET RESOLUTION _____, 2023

ESTABLISHING THE 2024 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 7, 2023 that a Resolution establishing a conservation futures fund property tax levy would be adopted by Resolution on November 28, 2023.
2. The Board of Clallam County Commissioners finds there is substantial need for the increase of 0 percent plus new construction, pursuant to RCW 84.55.0101.
3. A required public hearing will be held December 5, 2023 to consider the Clallam County current expense budget for the 2024 calendar year, pursuant to RCW 84.55.120.
4. The actual levy amount from the previous year is \$282,640.61.
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 Conservation Futures Fund is hereby authorized for the levy to be collected in the 2024 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 twenty-eighth day of November 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French

c: Assessor
Treasurer

LEVY LIMITATIONS WORKSHEET

TAXING DISTRICT	CLALLAM COUNTY CONSERV FUTURES	2023	Levy for	2024	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>2023</u>	<u>\$643,687.27</u>	×	<u>100.000%</u>	=	<u>\$643,687.27</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).

$$\frac{\$165,323.069}{\text{A.V.}} \times \frac{0.018883616800}{\text{Last Year's Levy Rate}} \div \frac{\$1,000}{1} = \frac{\$3,121.90}{1}$$

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).

$$\frac{\$42,841,464}{\text{Current Year's A.V.}} - \frac{\$42,051,845}{\text{Previous Year's A.V.}} = \frac{\$789,619.00}{\text{Remainder}}$$

<u>\$789,619</u>	×	<u>0.018883616800</u>	÷	<u>\$1,000</u>	=	<u>\$14.91</u>
Remainder from Line C		Last Year's Levy Rate				

D. Regular property tax limit: A+B+C = \$646,824.08

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>\$646,824.08</u>	÷	<u>\$16,068,133,523</u>	×	<u>\$1,000</u>	=	<u>0.040255084953</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.

$$\frac{\text{Unaffiliated Area's A.V.}}{\text{Rate in Line E}} \times \frac{0.040255084953}{\text{Rate in Line E}} \div \frac{\$1,000}{\text{Rate in Line E}} = \frac{0}{\text{Rate in Line E}}$$

G. Regular property tax limit including annexation	D+F	=	\$646,824.08
--	-----	---	--------------

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.

0.062500000000	-		-		+		=	0.062500000000
District base levy rate			Fire or RFA Rate	Library Rate	Firefighter Pension Fund			Statutory Rate Limit

$$\frac{\$16,068,133,523}{\text{A.V. of District}} \times \frac{0.06250000000}{\text{Statutory Rate Limit}} \div \frac{\$1,000}{\text{Statutory Amount}} = \frac{\$1,004,258.35}{\text{Statutory Amount}}$$

I. Highest Lawful Levy For This Tax Year (Lesser of G and H) = \$646,824.08

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)	\$16,068,133.523
--	------------------

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)	\$16,068,133.523
--	---------	------------------

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

	÷	\$16,068,133,523	×	\$1,000	=	0.000000000000
Levy Amount		A.V. from Line K4 above				

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

Levy Amount	÷	\$16,068,133,523 A.V. from Line K4 above	×	\$1,000	=	0.000000000000
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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? 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	2023	\$282,640.61	+	0.00	=	\$282,640.61
		Previous Year's Actual Levy		Plus Resolution Increase Amount		

Year	2023	\$282,640.61	×	0.000000000000%	=	\$282,640.61
		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) = \$3,121.90

C. Amount for increase in value of state-assessed property (Line C, page 1) = \$14.91

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) = \$285,777.42

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

\$285,777.42	+	\$473.05	=	\$286,250.47
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) = \$286,250.47

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

\$646,824.08	+	\$473.05	=	\$647,297.13
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).

\$286,250.47	—		=	\$286,250.47
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) = \$1,004,258.35

K. Lesser of I and J \$286,250.47

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

1. Minus amount over levied (if applicable)

2. Plus amount under levied (if applicable)

M. **Total:** K +/- L \$286,250.47N. **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.

\$286,250.47	÷	\$16,068,133,523	×	\$1,000	=	0.017814792838
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.

\$286,250.47	÷	\$16,068,133,523	×	\$1,000	=	0.017814792838
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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\$286,250.47	÷	\$16,068,133,523	×	\$1,000	=	0.017814792838
Post Shift Levy Amount		Amount on line J1 on page 1				Post Shift Levy Rate



5b
NOV 07 2023

AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 11/06/2023

REGULAR AGENDA ☒ **Meeting Date:** 11/07/2023

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 2024 Clallam County Budget which will be published on Friday, November 17, 2023 and Friday, November 24, 2023 ahead of the public hearing scheduled on Tuesday, December 5, 2023 at 10:30 AM and 5:00 PM to adopt the 2024 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, 2023.

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 5, 2023 at 10:30 AM and 5:00 PM.

County Official signature & print name: Debi Cook 

Name of Employee attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 11/01/2023

* 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

Resolution adopting the 2024 Clallam County Budget

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, December 5, 2023 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.

Public comment and questions can be directed to mark.lane@clallamcountywa.gov and loni.gores@clallamcountywa.gov.

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 2024 Clallam County Budget

SUMMARY OF 2024 Clallam County Budget:

Summary of the 2024 Clallam County <https://www.clallamcountywa.gov/Archive.aspx?AMID=37>

BOARD OF CLALLAM COUNTY COMMISSIONERS

Publish: November 17 and 24, 2023
Bill: Board of Commissioners

Mark Ozias, Chair

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NOV 07 2023



AGENDA ITEM SUMMARY

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

Department: Public Works/Roads Dept.

WORK SESSION ☒ **Meeting Date: November 6, 2023**

REGULAR AGENDA ☒ **Meeting Date: November 7, 2023**

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 6-Year Transportation Imp. Program |

Documents exempt from public disclosure attached: ☐

Executive summary: The Board has scheduled a public hearing on November 7, 2023 on the Clallam County Six-Year (2024-2029) Transportation Improvement Program (TIP). The Six-Year TIP is updated annually pursuant to RCW 36.81.121. The Six-Year TIP identifies current and planned transportation improvement projects under the provision of adequate funding over the next six years for roads (e.g., new construction, reconstruction, widening, resurfacing, etc...), bridges, non-motorized trails (e.g., Olympic Discovery Trail) and other improvements (e.g., culvert replacements) related to Clallam County managed transportation facilities. The Six Year TIP does not include general maintenance activities or the County's annual chip seal surface improvements on the County's transportation system that is a significant part of the Department annual operations and budget.

The Six-Year TIP serves as the basis for preparing and adopting the County's Annual Construction Program for transportation improvements. Advancing projects into design, right-of-way acquisition, and construction are based on the TIP thru the annual County budgeting process.

The Department introduced the recommended Six-Year (2024-2029) TIP to the Board on October 2, 2023 and the Clallam County Planning Commission (PC) on October 4, 2023. The PC held a public hearing on the Six-Year (2024-2029) TIP on October 18, 2023 and took action by a vote of 5-1 to recommend approval to the Board. The Planning Commission further recommended that the following planned, unfunded projects be moved to the Six-Year TIP planned funded list: a) TIP Project #'s U43 and U44 culvert replacement fish passage improvement projects along Chicken Coop Creek to be funded by a grant award to the Jamestown S' Klallam Tribe; and 2) TIP Project#12-Mary Clark Road realignment for preliminary design phase.

* 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)

The Public Works Department maintains approximately 490-miles of roads and adjacent road corridor, 35 bridges, the Olympic Adventure Trail, and the Olympic Discovery Trail (sections managed by County). The Six Year TIP does not include the annual operation and maintenance of this County-managed transportation system. It also does not include the Department's annual chip seal surface overlay work that is a key pavement maintenance management activity that typically surfaces between 20 to 40 miles of roads throughout the County.

Annual operations and maintenance (O/M) of the existing County transportation system represent a large part of the Public Works Department. O/M is projected to exceed over 8 million dollars in 2024, or generally the equivalent of what the County collects to support the transportation system annually from property taxes. This means that most transportation system improvement projects found in the Six-Year TIP rely on securing outside funding, particularly state and federal grants.

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?** ☐

Clallam County transportation improvement projects are based on the adopted Six-Year TIP and Annual Construction Program. Pursuant to RCW 36.81.121 and WAC 136-16-018, Clallam County must adopt both an updated Six-Year TIP for the ensuing six calendar years (i.e., 2024-2029) and an updated Annual Construction Program for the ensuing year (i.e., 2024) ***prior to*** adopting the Clallam County 2024 Budget.

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

Following the public hearing, the Board needs to take action to approve the Six-Year (2024-2029) TIP by Resolution. A draft resolution on the recommended Six-Year (2024-2029) TIP that is the subject of the November 7, 2023, public hearing is attached for Board consideration.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray and Jason ODeil

Relevant Departments: Public Works/Road Department

Date submitted: November 1, 2023

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

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

BOCC_Agenda_6-YRTIP(11-07-23mtg)

Revised: 3-04-2019



CR RESOLUTION _____, 2023

ADOPTING THE SIX-YEAR (2024-2029) TRANSPORTATION IMPROVEMENT PROGRAM

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 36.81.121 and WAC 136-15-010 requires the Board of County Commissioners to annually adopt a Six-Year Transportation Improvement Program (TIP).
2. The Six-Year TIP projects consider many potential factors such as traffic volumes, roadway conditions, geometrics, safety and accident history, bridge inspection report, local significance, and available funding.
3. The Engineer's Bridge Inspection Report and priority array were available and consulted as part of the preparation of the Six-Year (2024-2029) TIP in accordance with WAC 136-14 and WAC 136-20.
4. The Board held a work session on the recommended Six-Year (2024-2029) TIP on October 2, 2023.
5. The Clallam County Planning Commission held a public meeting on the recommended Six-Year (2024-2029) TIP on October 4, 2023.
6. Clallam County issued a determination of non-significance (DNS) on October 18, 2023, for the Six-Year (2024-2029) TIP to meet environmental review requirements under the State Environmental Review Act (SEPA).
7. The Clallam County Planning Commission held a public hearing on the Six-Year (2024-2029) TIP on October 18, 2023 and took action by a vote of 5-1 to recommended approval. The Planning Commission further recommended that the following planned, unfunded projects be moved to the Six-Year TIP planned funded list: a) TIP Project #'s U43 and U44 culvert replacement fish passage improvement projects along Chicken Coop Creek to be funded by a grant award to the Jamestown S' Klallam Tribe; and 2) TIP Project#12-Mary Clark Road realignment for design phase.
8. Pursuant to RCW 36.81.121, a public hearing before the Board is required to be held so all taxpayers have a chance to comment on the proposed program.

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

1. The Board held a public hearing on November 7, 2023 on the Six-Year (2024-2029) TIP.
2. That the attached Six-Year TIP, amendments noted in Finding 7 above, and any additional amendments approved by the Board after the public hearing are hereby adopted for the period from 2024 through 2029.

PASSED AND ADOPTED this _____ day of _____, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French

DRAFT (09-27-23)

SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM 2024 TO 2029



Clallam County Public Works/Roads Department
223 E. Fourth Street, Suite 6
Port Angeles, WA 98362-3000
roads@co.clallam.wa.us
web_roads@clallamcountywa.gov

Clallam County Six-Year (2024-2029) Transportation Improvement Program (TIP)

Guide to Codes and Acronyms

Road Functional Class

06=Rural Minor Arterial	16=Urban Minor Arterial
07=Rural Major Collector	17=Urban Collector Arterial
08=Rural Minor Collector	18=Urban Minor Collector
09=Rural Local Access	19=Urban Local Access
00=No functional classification (e.g., trails)	

Improvement Types

01=New construction	08=New Bridge Construction
02=Relocation Project	09=Bridge or Culvert Replacement
03=Reconstruction	10=Bridge Rehabilitation
04=Major Widening	11=Minor Bridge Rehabilitation
05=Minor Widening	12=Safety/Traffic Operation
06=Other Enhancements	23=Transit
07=Resurfacing	32=Non-Motor Vehicle Project (e.g., trail)

Project Phase

PE = Preliminary Engineering
RW = Right-of Way
CN = Construction

Funding Status

C = Completed Phase in prior year(s).
S = Secured (funded)
S/P = Secured partial funding or application for funding pending.
P/U = Planned (Unfunded).

Federal Fund Codes

FEMA=Federal Emergency Management Agency Hazard Mitigation Program
FLAP=Federal Lands Access Program
HSIP=Highway Safety Improvement Program
STBG=Surface Transportation Block Program
STP(BR)=Surface Transportation Program (Bridge)
TA=Transportation Alternatives
NHSAM=National Highway System Asset Management Program
USFWS=U.S. Fish & Wildlife Service
NOAA=Natl. Oceanic & Atmospheric Administration Fish Barrier Grant
RAISE=Rebuilding American Infrastructure with Sustainability and Equity

State Fund Codes

CAPP=County Arterial Preservation Program
RAP=Rural Arterial Program
UATA=Urban Arterial Trust Account
RCO=Recreation Conservation Office
RCO-FBRB = RCO Fish Barrier Removal Board
RCO-SRFB = RCO Salmon Recovery Funding Board
RCO-WCRRRI = RCO WA. Coast Restoration & Resiliency Initiative

Other Fund Codes (local funding)

PRVT=Private Donation
LEKT = Lower Elwha Klallam Tribe
JSKT=Jamestown S' Klallam Tribe Tribal Transportation Funding
CCLTG=Clallam County Lodging Tax Grant
REET=Clallam County Real Estate Excise Tax Funds

Local Funds By Phase Explanation

Local funding comes primarily from the property tax road levy and the County's share of the state Motor Vehicle Fuel Tax. Other potential funding may include Real Estate Excise Tax and other County funding.

CLALLAM COUNTY
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2024 - 2029

TIP Project No.	PROJECT IDENTIFICATION A. Project/Road Name(Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D:Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	PROJECT COSTS IN THOUSANDS OF DOLLARS												
					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]			
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029
ROAD CAPITAL CONSTRUCTION PROJECTS																	
1	Black Diamond Road (31030) [698-1507] MP 2.66 to MP 3.40 Realign roadway, widen shoulders, flatten slopes and install a shared use path. HSIP = \$828,000	8	5	0.74	PE	S	2015	HSIP	38			62	100	35	35		
					RW	S	2025		50		100	150		150			
					CN	S/P	2025		740		210	950		300	650		
					Totals	828	0		372		1200	35	485	650	0		
2	Carlsborg Road (94270) [698-1902] MP 1.01 to 1.76 Resurface, restore and shoulder widening. RAP = \$472,500; REET \$375,000 (estimate)	7	3	0.75	PE	S	2019			RAP & REET	27	3	30	5			
					RW	S					0						
					CN	S	2024				820	820					
					Totals	0	847		3		850	825	0	0	0		
3	Dungeness Natl. Wildlife Refuge(DNWR) Access Improvements (45350, 45890, 94170) [698-2001] Relocate part of the Voice of America Rd. away from bluff; realign the Kitchen-Dick Rd and Lotzgesell Rd. curve; add dedicated left-turn lane into the County Park and DNWR entrance; and widening. FLAP = \$1,729,438	7	2	1.44	PE	S	2022	FLAP	166		26	192	125				
					RW	C				0							
					CN	S	2025		1,563	244	1,807	452	1,355				
					Totals	1,729	0		270	1,999	577	1,355	0	0			
4	Edgewood Drive (93110) - Rife Rd. to Reddick Rd. MP 0.87 to MP 2.38 Rehabilitate, resurface, restore, widen, and partial realignment RAP = \$100,000 (Additional RAP funding awards expected to complete project over next six years.)	7	3	1.51	PE	S	2024			RAP	100	10	110	40	70		
					RW	P/U					300	300					
					CN	P/U					2,500	2500					
					Totals	0	100		2,810		2,910	40	70	0	0		
5	Heath Road (45850) [698-1910] MP 0.00 to MP 1.50 Shoulder widening	9	5	1.5	PE	S	2024					15	15	15			
					RW	S	2024				15	15	15				
					CN	S	2025				65	65		65			
					Totals	0	0		95		95	30	65	0	0		
6	Hoko-Ozette Road (#91460) M.P. 19.5. Relocate road segment (~ 400 feet or less) away from slide area, reconstruct and resurface. May need 40 to to 50-feet of additional right-of-way.	7	2	0.08	PE	S	2024					10	10	5	5		
					RW	S	2024				10	10	5	5			
					CN	S/P	2026				150	150			150		
					Totals	0	0		170		170	10	10	150	0		
7	Kitchen-Dick Rd. (94170) & Old Olympic Hwy (94120) Roundabout Preliminary concept design and public process for potential roundabout traffic flow intersection improvement and state / federal (e.g., HSIP) future road safety grant application.	7	3	0.2	PE	S	2024					40	40	20	20		
					RW						0						
					CN						0						
					Totals	0	0		40		40	20	20	0	0		
8	Joyce Piedmont Road (92210) [SCP-21001] MP 0.0 to 4.3 Reconstruction, realignment, widening, resurfacing and safety improvements. Project delivered by Western Federal Lands Highway Division . FLAP = 6,487,000 (Use State Toll Credits for Match)	7	2	4.3	PE	S	2019	FLAP	564	State Toll Credits		30	594	5	5	5	15
					RW	S	2024				90	90		90			
					CN	S	2027		5,923		923		6,846				
					Totals	6,487	923		120		7,530	5	95	5	15		
9	South Airport Road (93230) MP 0.00 to MP 0.682 Pre-level and overlay and section of grind and overlay. Cooperative project with the City of Port Angeles. NHSAM = \$1,038,280	16	7	0.68	PE	S	2022	NHSAM	20				20				
					RW						0						
					CN	S	2024		1,018				1,018	1,018			
					Totals	1,038	0		0		1,038	1,018	0	0	0		

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PROJECT IDENTIFICATION					PROJECT COSTS IN THOUSANDS OF DOLLARS													
TIP Project No.	A. Project/Road Name(Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D:Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]				
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029	
10	Towne Road (52270) [698-1701] MP 0.76 to MP 1.99 Spot improvements for shoulders and sight distance between Woodcock Road and future alignment on top of relocated levee.	9	6	1.23	PE	S	2025					70	70					10
					RW	S	2026					60	60					60
					CN	S	2026					460	460					460
					Totals				0		0	590	590	0	0	0	0	530
11	Towne Road (52270) [698-1606] MP 1.99 to Seq. Dung. Way Reflects option to construct road on top of relocated levee. Other options under consideration. Subject to change. Restoration Grant (DRFR) = \$1,200,000 (est.); REET = \$400,000	9	2	0.75	PE	C	2020			DRFR & REET			0					
			3		RW	C	2020						0					
			5		CN	S	2024				1,600	2,000	3,600	2,400	1,200			
			7		Totals				0		1,600	2000	3,600	2,400	1200	0	0	0
12	Mary Clark Road (#20100) M.P. 2.32 to M.P. 2.60 Realign road at Bear Springs Hatchery Corner	9	02	0.28	PE	S						20			5	5	5	5
			05		RW	P/U						25						25
			07		CN	P/U						300						300
					Totals				0		0	345	345	5	5	5	5	330
BRIDGE REPLACEMENT, PRESERVATION, AND REHABILITATION PROJECTS																		
13	Clallam Slough Bridge Replacement (19400 BR1) On Frontier Street (19400) MP 0.07 to MP 0.44 Demolish bridge and replace with new bridge and approaches designed to current standards. Design anticipated to be completed in 2022. STP(BR) = \$5,193,100	8	4	0.37	PE	S	2020		1,298				1,298					
			9		RW	C	2022	STP(BR)					0					
					CN	S	2024		3,895				3,895	3,505	390			
					Totals				5,193		0	0	5,193	3,505	390	0	0	0
14	Hoko Falls Bridge (91460BR2) [698-1804] on Hoko-Ozette Road (91460) MP 6.88 to MP 6.91 Various bridge preservation work (replace expansion joints, clean bridge, prepare & paintbearings, seal deck).	7	10	0.03	PE	S	2025					25	25		5	20		
					RW								0					
					CN	S	2027					175	175					175
					Totals				0		0	200	200	0	5	20		175
15	Sol Duc River Bridge (11200BR1) On Quillayute Road (11200) MP 6.47 to MP 6.52 Bridge preservation. Prep and paint steel truss bridge. STP(BR) = \$2,790,000	8	10	0.05	PE	S	2023		170			23	193	96				
					RW			STP(BR)					0					
					CN	S	2025		2,620				2,620		2620			
					Totals				2,790		0	23	2,813	96	2,620	0	0	0
16	Weel Bridge (18760BR1) On Weel Road (18760) MP 0.39 Bridge preservation. Prep and paint steel girder bridge. STB(BR) = \$1,822,200	9	10	0.19	PE	S	2023		115			15	130	65				
					RW			STP(BR)					0					
					CN	S	2025		1,745				1745		1745			
					Totals				1,860		0	15	1,875	65	1,745	0	0	0
CULVERT AND FISH PASSAGE CAPITAL PROJECTS																		
17	Bear Creek Rd. (20210) Culvert Replacements MP 1.74 & 1.78 Fish passage improvement. Delivered by Wild Salmon Center. Design: RCO- -SRFB = \$150k; Private = \$100k. Construction: BAFBRB, IJFWS, NOAA = \$1.9M.	9	9	0.01	PE	S	2021			RCO- FBRB & PRVT	235	0	235					
					RW	S	2023	USFWS				5	5	5				
					CN	S/P	2024		992		992	0	1,984					
					Totals				992		1,227	5	2,224	5	0	0	0	0
18	Crescent Beach Rd (22990) Culvert Replacement MP 0.32 Replace failed culvert. Requesting FEMA emergency relief funding approval for the culvert replacement.	9	9	0.01	PE	C	2022					15	15	10				
					RW			FEMA					0					
					CN	S/P	2024					200	200	200				
					Totals				0		0	215	215	210	0	0	0	0
19	East Lake Pleasant Rd. Road Culvert Replacement on Quandry Creek (16170) MP 0.737. Fish Passage Improvement Project. Delivered by Wild Salmon Center. Design: NOAA = \$135K, Private = \$87k	9	9	0.01	PE	S/P	2023		130		75		205					
					RW	P/U	2024	NOAA				10	10	10				
					CN	P/U	2025		1,600				1,600					

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					FUNDING SOURCE INFORMATION (BY PHASE)					EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]							
					Project Phase	Funding Status	Phase Start	Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029
	Construction: NOAA = \$1.5M.				Totals					75	10	85	10	0	0	0	

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						Total	2024	2025	2026	2027 to 2029
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase						
20	Hoko-Ozette Road Culvert Replacement (91460) MP 5.77 Replace two failing culverts.	7	9	0.01	PE	S	2022					20	20	20				
					RW								0					
					CN	S	2022					200	200	200				
					Totals						0	220	220	220	0	0	0	0
21	Johnson Creek Triple Culvert Replacement on Hoko-Ozette Rd (91460) MP 9.4 [SCP-21003]. Fish passage improvement. Delivered by North Olympic Salmon Coalition. RCO-FBRB=\$3,951,896; RCO-SRFB = \$1,015,889; PSAR = \$440,663; & USFWS = \$72,090	7	9	0.01	PE	C	2020		72	RCO & PSAR	339	60	471					
					RW	S/P	2024	USFWS				100	100	100				
					CN	S	2024				4,470		4,470					
					Totals			72	72		4,809	160	5,041	100	0	0	0	0
22	Mina Smith Rd MP 1.55 on Dickey River Tributary Fish passage improvement. Delivered by Wild Salmon Center Design: NOAA = \$135k; Private = \$87k Construction: NOAA = \$1.5M.	9	9	0.01	PE	C	2023		135		87		222					
					RW			NOAA					0					
					CN	S	2025		1,500				1,500					
					Totals			1,635			87	0	1,722	0	0	0	0	0
23	Undi Rd MP 3.44 on Bogachiel Tributary Fish passage improvement. Delivered by Wild Salmon Center Design: NOAA = \$226k; Private = \$90k Construction: TBD	9	9	0.01	PE		2024		226		90		316					
					RW			NOAA					0					
					CN		2026						0					
					Totals			226			90	0	316	0	0	0	0	0
24	Chicken Coop Creek Culvert Replacement on Old Blyn Hwy (56830) and Olympic Discovery Trail (WDFW ID: 80000294) Fish passage improvement project. Delivered by Jamestown Tribe	9	9	0.01	PE	S			309			15	324	5	5	5		
					RW	P/U		FHWA				50	50		50			
					CN	P/U			1,518				1,518					
					Totals			1,827			0	65	1,892	5	55	5	0	0
25	Chicken Coop Creek Culvert Replacement on E. Sequim Bay Rd. (57250) (WDFW ID: 80000296) Fish passage improvement project. Delivered by Jamestown Tribe	9	9	0.01	PE	S			309			15	324	5	5	5		
					RW	P/U		FHWA				50	50		50			
					CN	P/U			1,104				1,104					
					Totals			1,413			0	65	1,478	5	55	5	0	0
26	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001279) M.P. 6.38 Fish Passage Improvement Design funding secured Delivered by North Olympic Salmon Coalition.	7	9	0.01	PE	S				RCO-FBRB	200	15	215	5	5	5	5	
					RW	P/U						50	50			50		
					CN	P/U							0					
					Totals			0			200	65	265	5	5	55	5	5
NON-MOTORIZED TRANSPORTATION IMPROVEMENT PROJECTS (e.g., Olympic Discovery Trail, sidewalks)																		
27	Olympic Discovery Trail (ODT)--Forks Calawah River Park to Sitkum-Sol Duc Road (aka "A" Rd.) [698-1907] Construct ~1-mile trail and a multi-user, Calawah River trail bridge crossing. Federal: TA = \$450,000 + STBG = \$825,000; PRVT= \$300,000	0	32	1	PE	S	2021		65			10	75	60				
					RW	C	2018	TA				145	145					
					CN	S	2025	STBG	1,210		300		1,510		750	750		
					Totals			1,275			300	155	1,730	60	750	750	0	0
28	ODT-Forks to La Push Trail Corridor Acquisition [698-2101] Acquire trail corridor between US 101 and Olympic National Park adjacent to SR 110. Costs eligible for local grant match for PE & CN phases (see TIP #28). RCO=\$905,456; CCLTG=\$300,000; PRVT=\$20,000	0	32	9.7	PE					RCO, CCLTG & PRVT			0					
					RW	S	2021				1,207		1,207	670	537			
					CN								0					
					Totals			0			1207	0	1,207	670	537	0	0	0
29	Olympic Discovery Trail (ODT)--Forks to La Push [698-2101] Design and construct ~ 12-mile, trail from US 101 to existing La Push trail adjacent to SR 110 corridor. Project delivered by Western Federal Lands Highway Divison. FLAP = 5.1 to 11.3 million	0	32	12	PE	S	2021		2,117				2,117					
					RW			FLAP					0					
					CN	S	2025		9,210			372	9,582		2730	2730		
					Totals			11,327			0	372	11699	0	2730	2730	0	0

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]				
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029	
30	ODT-Bogachiel River Crossing Type Size Location (TSL) Study for crossing the Bogachiel River as part of ODT-Forks to La Push segment along SR110(La Push Rd) RAISE = \$600,000	0	32	0.1	PE	S	2025	RAISE	600				600			300	300	
					RW							0						
					CN							0						
								Totals	600			600	0	300	300	0		
31	ODT-Forks City Limits to Sappho Trail Segment Trail alignment planning and preliminary (30%) design between the north city limits and Mary Clark Rd. near Sappho. RAISE = \$500,000	0	32	11	PE	S	2027	RAISE	500				500					600
					RW							0						
					CN							0						
								Totals	500			500	0	0	0	600		
32	ODT-Sappho to Camp Creek Trailhead Predesign for trail alignment between Sappho and the ODT-Camp Creek Trailhead off Cooper Ranch Rd in Olympic National Forest. RAISE = \$250,000	0	32	8.2	PE	S	2027	RAISE	250				250					250
					RW							0						
					CN							0						
								Totals	250			250	0	0	0	250		

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]					
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029		
33	ODT-Waterline Rd Trail Segment Preliminary (30%) & Final (100%) Designs to improve (e.g., pave, design) existing state forest service road that connects ODT-Gossett Rd section to East Beach Rd & ODT-Spruce Railroad Trail section. RAISE = \$1,050,000	0	32	5	PE	S	2025	RAISE	1,050					1,050			400	650	
					RW														
					CN														
					Totals			1,050				1050	0	400	650	0			
34	ODT-Gosset Rd to Thompson/Onella Rd Trail Segment Trail alignment planning and preliminary (30%) design for the gap parallel to SR 112 corridor between trail segments at Gosset and Thompson/Onella Roads that spans Joyce. RAISE = \$500,000	0	32	7	PE	S	2025	RAISE	500					500			250	250	
					RW														
					CN														
					Totals			500				500							
35	ODT-Freshwater Bay Rd. to Elwha River Trail Segment Trail alignment planning and preliminary (30%) design for the gap parallel to SR 112 corridor between trail segments at Freshwater Bay Rd. and the Elwha River Bridge crossing. RAISE = \$400,000	0	32	5	PE	S	2026	RAISE	400					400				400	
					RW														
					CN														
					Totals			400				400	0	0	400	0			
36	ODT-Bagley Creek Bridge Replacement Type Size Location (TSL) Study for the Bagley Creek Bridge Replacement to lengthen bridge span in ravine to address steep trail grades. RAISE = \$450,000	0	32	0.1	PE	S	2027	RAISE	450					450					450
					RW														
					CN														
					Totals			450				450	0	0	0	450			
37	Countywide Olympic Discovery Trail (ODT) Trail Corridor Gap Acquisition [698-1607, 698-2102, 698-2103] Various locations countywide in current ODT gaps.	0	32		PE														
					RW	S/P	2024					300	300	50	50	50	150		
					CN														
					Totals			0			0	300	300	50	50	50	150		
VARIOUS LOCATION PROJECTS																			
38	Countywide Overlay Surface Improvements Road resurfacing improvements at various County locations.		7		PE	S	2024						120	120	20	20	20	60	
					RW														
					CN	S	2024					1,080	1,080	180	180	180	540		
					Totals			0		0	1,200	1,200	200	200	200	600			
39	Countywide Various Improvements Traffic control devices, signage, safety (e.g., guardrails), shoulder widening, drainage, surfacing upgrades, or other improvements. County misc. right-of-way & engineering project services.		6		PE	S	2024						120	120	20	20	20	60	
					RW							180	180	30	30	30	90		
					CN	S	2024					300	300	50	50	50	50		
					Totals			0		0	600	600	100	100	100	200			
TOTAL FUNDED PROJECTS									#REF!		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	

NOTE: The estimated Local Agency (i.e., Clallam County) project expenditures for the 2023-2028 planning period may be less than the total costs shown by project funding source and phase. This may be due to one or more of the following reasons:

- 1) The project is underway and has expended project funds prior to Year 2023;
- 2) The project funding award is not to Clallam County and the project is being delivered by another agency or organization without any County match required;
- 3) The project funding award is not to Clallam County and the project is being delivered by another agency or organization with only a County match shown;
- 4) A project phase may not be completed to after Year 2028; and/or
- 5) Other project funding circumstances.

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]			
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029

PLANNED (UNFUNDED PROJECTS)

U1	Anderson Road (East) (#47990) MP 0.00 to MP 0.45 (Cays Rd. to Thorton Drive-east crossing) Drainage, Widen, Resurfacing.	18	3	0.45	PE	P/U						50					
					RW	P/U						100					
					CN	P/U						500					
					Totals				0		0	650	650				
U2	Atterberry Road (#44300) M.P. 0.00 to M.P. 2.78 Reconstruct road between Sherburne Road and Hooker Road Widen, Regrade, Drainage - 3 Phases	8	2	2.78	PE	P/U						200					
					RW	P/U						400					
					CN	P/U						3000					
					Totals				0		0	3600	3600				
U3	Barr Road (North) (#43110) M.P. 0.18 to M.P. 0.82 Reconstruct road north of SR 101 to west 90 degree corner Widen, Regrade, Drainage - 2 Phases	18	2	0.64	PE	P/U						50					
					RW	P/U						100					
					CN	P/U						900					
					Totals				0		0	1050	1050				
U4	Brown Road (#53810) M.P. 0.97 to M.P. 1.47 Sequim City Limits to Port Williams Road 3R upgrade plus walkways/bikeway	19	5	0.50	PE	P/U						60					
					RW	P/U						75					
					CN	P/U						700					
					Totals				0		0	835	835				
U5	Edgewood Drive, Reddick to City Limits (#93110) M.P. 2.38 to M.P. 2.99 Reconstruct Road to Major Collector Standards Widen, Realign, Regrade, Resurface	16	3	0.61	PE	P/U						100					
					RW	P/U						200					
					CN	P/U						2,200					
					Totals				0		0	2,500	2500				
U6	Ennis Creek Road (#36200) M.P. 0.00 to M.P. 0.27 Baker Street to Front Street 3R upgrade plus walkway/bikeway	19	5	0.27	PE	P/U						60					
					RW	P/U						60					
					CN	P/U						1,400					
					Totals				0		0	1520	1520				
U7	Happy Valley Road (50300) MP 0.74 to MP 1.44 Reconstruct road north of McFarland Dr. to west of 3rd Ave, widen regrade, and drainage improvements.	8	3	0.7	PE	P/U						50					
					RW	P/U						50					
					CN	P/U						800					
					Totals				0		0	900	900				
U8	Heath Road Connector to Gilbert Road (#45850) Heath Road to Gilbert Road, No. 45850 Construct Connector Road between Heath and Gilbert Carlsborg Transportation Study #13	19	2	0.08	PE	P/U						300					
					RW	P/U						300					
					CN	P/U						1,300					
					Totals				0		0	1,900	1,900				

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						Total	2024	2025	2026	2027 to 2029
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase						
U9	Hoko-Ozette Road, No. 91460 Various segments M.P. 0.00 to M.P. 21.31 Reconstruct road away from Big River bank in 4 phases M.P. 0.79-1.0, 2.2-2.4, 2.7-3.0, 4.1-4.4	7	02	1.01	PE	P/U						120						
			03		RW	P/U					100							
			05		CN	P/U					750							
			07		Totals				0		0	970	970					
U10	Kirk Road Extension M.P. 0.28 to M.P. 0.50 Upgrade Existing Road and Extend to Atterberry Road Carlsborg Transportation Study #10	9	03	0.22	PE	P/U					150							
			05		RW	P/U				100								
			07		CN	P/U				600								
			07		Totals				0		0	850	850					
U11	Marine Drive (#47530) M.P. 0.00 to M.P. 0.72 Cays Road to Cline Spit Road Bluff Drainage Enhancements	9	05	0.72	PE	P/U					58							
			06		RW	P/U				40								
			07		CN	P/U				533								
			07		Totals				0		0	631	631					
U12	Mill Road Traffic Island (#44930) M.P. 0.00 Install Raised Traffic Island to make Mill Road Right-in & Right Out Only Intersection. Carlsborg Transportation Study # 11D	18	05	0.1	PE	P/U					50							
			06		RW	P/U				30								
			07		CN	P/U				110								
			07		Totals				0		0	190	190					
U13	Mill Road Extension to Business Park Loop (#44930) M.P. 0.57 to 0.70 Extend Mill Road to tie into the industrial Business Park Loop Carlsborg Transportation Study # 6	18	05	0.13	PE	P/U					50							
			06		RW	P/U				50								
			07		CN	P/U				250								
			07		Totals				0		0	350	350					
U14	Mt. Angeles Road M.P. 0.47 to M.P. 1.12 Proposed Rural Arterial Program Project Widen, Realign, Regrade, Resurface	8	02	0.65	PE	P/U					75							
			03		RW	P/U				65								
			04		CN	P/U				800								
			07		Totals				0		0	940	940					
U15	Old Olympic Highway (#94120) M.P. 4.00 to 6.67 Widen, Regrade, Pulverize, Resurface & Drainage from McDonald Creek Bridge to Cays Road.	7	03	2.67	PE	P/U					100							
			05		RW	P/U												
			07		CN	P/U				920								
			07		Totals				0		0	1,020	1,020					
U16	Parkwood Boulevard Traffic Island (#44940) M.P. 0.00 Install Raised Traffic Island to make Parkwood Boulevard a Right-in & Right-Out Only Intersection. Carlsborg Transportation Study #11D.	9	05	0.1	PE	P/U					30							
			06		RW	P/U				50								
			07		CN	P/U				110								
			07		Totals				0		0	190	190					

CLALLAM COUNTY
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2024 - 2029

TIP Project No.	PROJECT IDENTIFICATION A. Project/Road Name(Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D.Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	PROJECT COSTS IN THOUSANDS OF DOLLARS												
					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]			
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029
U17	Pioneer Road (#35820) M.P. 0.00 to M.P. 0.39 Reconstruct road between SR 101 & Baker Street Widen, Regrade, Drainage - 2 Phases	19	02	0.39	PE	P/U						60					
			03		RW	P/U					100						
			05		CN	P/U					700						
			07		Totals				0		0	860	860				
U18	Quillayute Road (#11200) M.P. 1.72 to 2.87 Quillayute Weather Station to Mina Smith Road Regrade, Drain, Widen, Resurface	8	03	1.15	PE	P/U						100					
			04		RW	P/U					100						
			07		CN	P/U					875						
			Totals				0		0	1,075	1,075						
U19	Runnion Road, East (#44730) M.P. 0.89 to M.P. 1.14 Carlsborg Road to Mill Road Regrade, Drain, Widen, Resurface	8	03	0.25	PE	P/U						30					
			04		RW	P/U					50						
			07		CN	P/U					500						
			Totals				0		0	580	580						
U20	Runnion Road Roundabout (#44730) M.P. 0.89 At the intersection with Carlsborg Road and realigned Spath Road construct a four-legged roundabout. Carlsborg Transportation Study #1	8	03	0.25	PE	P/U						78					
			04		RW	P/U					100						
			07		CN	P/U					900						
			Totals				0		0	1,078	1,078						
U21	Sequim-Dungeness Way (#95250) M.P. 1.00 to 4.62 Sequim City Limits to Marine Drive, except Woodcock Road vicinity Repave	7	06	3.62	PE	P/U						30					
			07		RW												
					CN	P/U					2000						
			Totals				0		0	2,030	2,030						
U22	Spath Road (#45420) M.P. 0.00 to M.P. 0.80 Kitchen-Dick Road to Carlsborg Road Regrade, Drain, Widen, Resurface	19	03	0.8	PE	P/U						50					
			04		RW	P/U					106						
			07		CN	P/U					600						
			Totals				0		0	756	756						
U23	Spath Road to West Runnion Road Connector Route (#45420) M.P. 0.0.80 (Spath Road) to M.P. 0.60 (West Runnion Road) Construct New Connector Segment between Spath and West Runnion Roads. Carlsborg Transportation Study # 5	19	1	1.26	PE	P/U						100					
					RW	P/U					90						
					CN	P/U					800						
			Totals				0		0	990	990						
U24	Spencer Road Connector to Mill Road (#44660) M.P. 1.50 to Mill Road Construct New Connector Segment between Spencer Road and Mill Road. Carlsborg Transportation Study # 14	19	1	0.75	PE	P/U						300					
					RW	P/U					300						
					CN	P/U					1884						
			Totals				0		0	2,484	2,484						
U25	Sunland Non-motorized Trail Trail beside Taylor Blvd in Sunland for pedestrian access from Sequim-Dungeness Way & Dung Way to Holland Road.		32	2	PE	P/U						40					
					RW	P/U					40						
					CN	P/U					300						
			Totals				0		0	380	380						

CLALLAM COUNTY
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PROJECT IDENTIFICATION					PROJECT COSTS IN THOUSANDS OF DOLLARS														
TIP Project No.	A. Project/Road Name(Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D:Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)							EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]				
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029		
U26	Towne Rd. (52270) & Sequim-Dungeness Way (95250) Roundabout Roundabout safety & traffic flow intersection improvement at future Towne Rd. / Seq.-Dung. Way intersection (See TIP # 11). Design was funded under Dungeness River Floodplain Restoration Project grants.	7	3 6 7	0.2	PE	C													
					RW	C													
					CN	P/U						1,000							
					Totals							1,000	1,000	0	0	0	0		
U27	Trout Creek Bridge Replacement (#91460 BR4) M.P. 17.19 to M.P. 17.29 Hoko-Ozette Road	7	04 09	0.1	PE	P/U							50						
					RW	P/U						10							
					CN	P/U						475							
					Totals				0		0	535	535						
U28	US 101 Underpasses of McDonald Creek Bridge (#94120 BR1) Reconnect S. Barr & Sherburne Roads to North Side of US 101 by extending these County Roads under the New McDonald Creek US 101 Bridges.	7	04 09 07	0.09	PE	P/U							200						
					RW														
					CN	P/U						1948							
					Totals				0		0	2,148	2,148						
U29	Winterhawk to West Runnion Connector (#44730) Construct new Connector Segment between Winterhawk St. and West Runnion Rd. Carlsborg Transportation Study # 12.	19	1	0.25	PE	P/U							50						
					RW	P/U						20							
					CN	P/U						90							
					Totals				0		0	160	160						
Planning Pedestrian and Bicyclist Road Safety Study																			
U30	West Hendricksen Rd. (#51740) MP 0.88 to 1.65 Pedestrian & Bicyclist Road Safety Audit Study. Pending Tribal Transportation Program Safety Fund Grant by Jamestown S' Klallam Tribe (JSKT).	19	32		Study	P/U				22									
								JSKT											
					Totals				22		0	0	22						
U31	Old Blyn Highway (#56830) MP 0.19 to 2.02 Pedestrian & Bicyclist Road Safety Audit Study. Pending Tribal Transportation Program Safety Fund Grant by Jamestown S' Klallam Tribe (JSKT).	9	32		Study	P/U				22									
								JSKT											
					Totals				22		0	0	22						
Unfunded Culvert Replacement Projects																			
U32	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001331) M.P. 2.92 Fish Passage Improvement Project. Pending RCO-FBRB Grant Application for Design Only by North Olympic Salmon Coalition.	7	9	0.01	PE	P/U						200							
					RW	P/U													
					CN	P/U													
					Totals				0			200	0	200					

CLALLAM COUNTY
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TIP Project No.	PROJECT IDENTIFICATION A. Project/Road Name(Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D:Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	PROJECT COSTS IN THOUSANDS OF DOLLARS													
					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]				
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029	
U34	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001275) M.P. 6.83 Fish Passage Improvement Project. Pending RCO-FBRB Grant Application for Design Only by North Olympic Salmon Coalition.	7	9	0.01	PE	P/U				RCO-FBRB	200							
					RW	P/U												
					CN	P/U												
					Totals			0			200	0	200					
U35	Matriotti Creek Culvert Replacement on Ward Rd. (46110) (WDFW ID: 99922) MP 0.22 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.01	PE	P/U			65									
					RW	P/U		NOAA	14									
					CN	P/U			318									
					Totals			397					397					
U36	Matriotti Creek Culvert Replacements on Lamar Ln. (46130) (WDFW ID: 999848 & 999849) MP 0.2 & 0.35 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.02	PE	P/U			130									
					RW	P/U		NOAA	28									
					CN	P/U			636									
					Totals			794					794					
U37	Matriotti Creek Culvert Replacement on Cays Rd. (45750) (WDFW ID: 999841) MP 1.1 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	8	9	0.01	PE	P/U			50									
					RW	P/U		NOAA										
					CN	P/U			252									
					Totals			302					302					
U38	Matriotti & Owl Creek Culvert Replacements on Spath Rd. (45420) (WDFW ID: 931235 & 999820) MP 0.42 & 0.97 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.02	PE	P/U			95									
					RW	P/U		NOAA	10									
					CN	P/U			464									
					Totals			569					569					
U39	Matriotti Creek Culvert Replacement on W. Runnion Rd. (44730) (WDFW ID: 999819) MP 0.22 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	19	9	0.01	PE	P/U			48									
					RW	P/U		NOAA	10									
					CN	P/U			238									
					Totals			296					296					
U40	Matriotti Creek Culvert Replacement on Atterberry Rd. (44300) (WDFW ID: 999928) MP 2.74 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	8	9	0.01	PE	P/U			48									
					RW	P/U		NOAA										
					CN	P/U			238									
					Totals			286					286					
U41	Matriotti Creek Culvert Replacement on Frost Rd. (44350) (WDFW ID: 999931) MP 0.38 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.01	PE	P/U			40									
					RW	P/U		NOAA	10									
					CN	P/U			225									
					Totals			275					275					
	and Olympic Discovery Trail (WDFW ID: 80000294) Fish passage improvement project. Pending NOAA federal grant application for design & construction.				RW	P/U												
					CN	P/U			1,518									
					Totals			1,518					1,518					
U43	Chicken Coop Creek Culvert Replacement on E. Sequim Bay Rd. (57250) (WDFW ID: 80000296) Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.01	PE	P/U			309									
					RW	P/U		NOAA										
					CN	P/U			1,104									
					Totals			1,413					1,413					
	TOTAL UNFUNDED PROJECTS												38,466					

**Updated attachment for item
H1 regular agenda 11-7-23**

DRAFT (11-02-23)

updated document
Document was submitted after the
agenda and packet were posted on
updated on 11/2/23
item H 1
Res. agd. 11/7/23

SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM 2024 TO 2029



Clallam County Public Works/Roads Department
223 E. Fourth Street, Suite 6
Port Angeles, WA 98362-3000
web_roads@clallamcountywa.gov

Clallam County Six-Year (2024-2029) Transportation Improvement Program (TIP)

Guide to Codes and Acronyms

Road Functional Class

06=Rural Minor Arterial	16=Urban Minor Arterial
07=Rural Major Collector	17=Urban Collector Arterial
08=Rural Minor Collector	18=Urban Minor Collector
09=Rural Local Access	19=Urban Local Access
00=No functional classification (e.g., trails)	

Improvement Types

01=New construction	08=New Bridge Construction
02=Relocation Project	09=Bridge or Culvert Replacement
03=Reconstruction	10=Bridge Rehabilitation
04=Major Widening	11=Minor Bridge Rehabilitation
05=Minor Widening	12=Safety/Traffic Operation
06=Other Enhancements	23=Transit
07=Resurfacing	32=Non-Motor Vehicle Project (e.g., trail)

Project Phase

PE = Preliminary Engineering
RW = Right-of Way
CN = Construction

Funding Status

C = Completed Phase in prior year(s).
S = Secured (funded)
S/P = Secured partial funding or application for funding pending.
P/U = Planned (Unfunded).

Federal Fund Codes

FEMA=Federal Emergency Management Agency
FLAP=Federal Lands Access Program
HSIP=Highway Safety Improvement Program
STBG=Surface Transportation Block Program
STP(BR)=Surface Transportation Program (Bridge)
TA=Transportation Alternatives
NHSAM=National Highway System Asset Management Program
USFWS=U.S. Fish & Wildlife Service
NOAA=Natl. Oceanic & Atmospheric Administration Fish Barrier Grant
RAISE=Rebuilding American Infrastructure with Sustainability and Equity

State Fund Codes

CAPP=County Arterial Preservation Program
RAP=Rural Arterial Program
UATA=Urban Arterial Trust Account
RCO=Recreation Conservation Office
RCO-FBRB = RCO Fish Barrier Removal Board
RCO-SRFB = RCO Salmon Recovery Funding Board
RCO-WCRRRI = RCO WA. Coast Restoration & Resiliency Initiative

Other Fund Codes (local funding)

PRVT=Private Donation
LEKT = Lower Elwha Klallam Tribe
JSKT=Jamestown S' Klallam Tribe Tribal Transportation Funding
CCLTG=Clallam County Lodging Tax Grant
REET=Clallam County Real Estate Excise Tax Funds

Local Funds By Phase Explanation

Local funding comes primarily from the property tax road levy and the County's share of the state Motor Vehicle Fuel Tax. Other potential funding may include Real Estate Excise Tax and other County funding.

CLALLAM COUNTY
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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]				
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029	
ROAD CAPITAL CONSTRUCTION PROJECTS																		
1	Black Diamond Road (31030) [698-1507] MP 2.66 to MP 3.40 Realign roadway, widen shoulders, flatten slopes and install a shared use path. HSIP = \$828,000	8	5	0.74	PE	S	2015	HSIP	38			62	100	35	35			
					RW	S	2025		50			100	150		150			
					CN	S/P	2025		740			210	950		300	650		
					Totals				828		0	372	1200	35	485	650	0	
2	Carlsborg Road (94270) [698-1902] MP 1.01 to 1.76 Resurface, restore and shoulder widening. RAP = \$472,500; REET \$375,000 (estimate)	7	3	0.75	PE	S	2019	RAP & REET			27	3	30	5				
					RW	S					0							
					CN	S	2024				820		820					
					Totals				0		847	3	850	825	0	0	0	
3	Dungeness Natl. Wildlife Refuge(DNWR) Access Improvements (45350, 45890, 94170) [698-2001] Relocate part of the Voice of America Rd. away from bluff; realign the Kitchen-Dick Rd and Lotzgesell Rd. curve; add dedicated left-turn lane into the County Park and DNWR entrance; and widening. FLAP = \$1,729,438	7	2	1.44	PE	S	2022	FLAP	166			26	192	125				
					RW	C					0							
					CN	S	2025		1,563			244	1,807	452	1,355			
					Totals				1,729		0	270	1,999	577	1,355	0	0	
4	Edgewood Drive (93110) - Rife Rd. to Reddick Rd. MP 0.87 to MP 2.38 Rehabilitate, resurface, restore, widen, and partial realignment RAP = \$100,000 (Additional RAP funding awards expected to complete project over next six years.)	7	3	1.51	PE	S	2024	RAP			100	10	110	40	70			
					RW	P/U					300	300						
					CN	P/U					2,500	2500						
					Totals				0		100	2,810	2,910	40	70	0	0	
5	Heath Road (45850) [698-1910] MP 0.00 to MP 1.50 Shoulder widening	9	5	1.5	PE	S	2024					15	15	15				
					RW	S	2024					15	15	15				
					CN	S	2025					65	65		65			
					Totals				0		0	95	95	30	65	0	0	
6	Hoko-Ozette Road (#91460) M.P. 19.5. Relocate road segment (~ 400 feet or less) away from slide area, reconstruct and resurface. May need 40 to to 50-feet of additional right-of-way.	7	2	0.08	PE	S	2024					10	10	5	5			
					RW	S	2024					10	10	5	5			
					CN	S/P	2026					150	150			150		
					Totals				0		0	170	170	10	10	150	0	
7	Kitchen-Dick Rd. (94170) & Old Olympic Hwy (94120) Roundabout Preliminary concept design and public process for potential roundabout traffic flow intersection improvement and state / federal (e.g., HSIP) future road safety grant application.	7	3	0.2	PE	S	2024					40	40	20	20			
					RW						0							
					CN						0							
					Totals				0		0	40	40	20	20	0	0	
8	Joyce Piedmont Road (92210) [SCP-21001] MP 0.0 to 4.3 Reconstruction, realignment, widening, resurfacing and safety improvements. Project delivered by Western Federal Lands Highway Division . FLAP = 6,487,000 (Use State Toll Credits for Match)	7	2	4.3	PE	S	2019	FLAP	564	State Toll Credits		30	594	5	5	5	15	
					RW	S	2024					90	90		90			
					CN	S	2027		5,923		923		6,846					
					Totals				6,487		923	120	7,530	5	95	5	15	
9	South Airport Road (93230) MP 0.00 to MP 0.682 Pre-level and overlay and section of grind and overlay. Cooperative project with the City of Port Angeles. NHSAM = \$1,038,280	16	7	0.68	PE	S	2022	NHSAM	20				20					
					RW						0							
					CN	S	2024		1,018			1,018	1,018					
					Totals				1,038		0	0	1,038	1,018	0	0	0	

CLALLAM COUNTY
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								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029	
10	Towne Road (52270) [698-1701] MP 0.76 to MP 1.99 Spot improvements for shoulders and sight distance between Woodcock Road and future alignment on top of relocated levee.	9	6	1.23	PE	S	2025					70	70					10
					RW	S	2026					60	60					60
					CN	S	2026					460	460					460
					Totals				0		0	590	590	0	0	0	0	530
11	Towne Road (52270) [698-1606] MP 1.99 to Seq. Dung. Way Reflects option to construct road on top of relocated levee. Other options under consideration. Subject to change. Restoration Grant (DRFR) = \$1,200,000 (est.); REET = \$400,000	9	2	0.75	PE	C	2020			DRFR & REET			0					
			3		RW	C	2020						0					
			5		CN	S	2024				1,600	2,000	3,600	2,400	1,200			
			7		Totals				0		1,600	2000	3,600	2,400	1200	0	0	0
12	Mary Clark Road (#20100) M.P. 2.32 to M.P. 2.60 Realign road at Bear Springs Hatchery Corner	9	02	0.28	PE	S	2024					20		5	5	5	5	5
			05		RW	P/U						25						25
			07		CN	P/U						300						300
					Totals				0		0	345	345	5	5	5	5	330
BRIDGE REPLACEMENT, PRESERVATION, AND REHABILITATION PROJECTS																		
13	Clallam Slough Bridge Replacement (19400 BR1) On Frontier Street (19400) MP 0.07 to MP 0.44 Demolish bridge and replace with new bridge and approaches designed to current standards. Design anticipated to be completed in 2022. STP(BR) = \$5,193,100	8	4	0.37	PE	S	2020		1,298				1,298					
			9		RW	C	2022	STP(BR)					0					
					CN	S	2024		3,895				3,895	3,505	390			
					Totals				5,193		0	0	5,193	3,505	390	0	0	0
14	Hoko Falls Bridge (91460BR2) [698-1804] on Hoko-Ozette Road (91460) MP 6.88 to MP 6.91 Various bridge preservation work (replace expansion joints, clean bridge, prepare & paintbearings, seal deck).	7	10	0.03	PE	S	2025					25	25		5	20		
					RW								0					
					CN	S	2027					175	175					175
					Totals				0		0	200	200	0	5	20		175
15	Sol Duc River Bridge (11200BR1) On Quillayute Road (11200) MP 6.47 to MP 6.52 Bridge preservation. Prep and paint steel truss bridge. STP(BR) = \$2,790,000	8	10	0.05	PE	S	2023		170			23	193	96				
					RW			STP(BR)					0					
					CN	S	2025		2,620				2,620		2620			
					Totals				2,790		0	23	2,813	96	2,620	0	0	0
16	Weel Bridge (18760BR1) On Weel Road (18760) MP 0.39 Bridge preservation. Prep and paint steel girder bridge. STB(BR) = \$1,822,200	9	10	0.19	PE	S	2023		115			15	130	65				
					RW			STP(BR)					0					
					CN	S	2025		1,745				1745		1745			
					Totals				1,860		0	15	1,875	65	1,745	0	0	0
CULVERT AND FISH PASSAGE CAPITAL PROJECTS																		
17	Bear Creek Rd. (20210) Culvert Replacements MP 1.74 & 1.78 Fish passage improvement. Delivered by Wild Salmon Center. Design: RCO- -SRFB = \$150k; Private = \$100k. Construction: BAFBRB, IJSFWS, NOAA = \$1.9M.	9	9	0.01	PE	S	2021			USFWS		235	0	235				
					RW	S	2023						5	5	5			
					CN	S/P	2024				992		0	1,984				
					Totals				992			1,227	5	2,224	5	0	0	0
18	Crescent Beach Rd (22990) Culvert Replacement MP 0.32 Replace failed culvert. Requesting FEMA emergency relief funding approval for the culvert replacement.	9	9	0.01	PE	C	2022			FEMA		15	15	10				
					RW								0					
					CN	S/P	2024					200	200	200				
					Totals				0		0	215	215	210	0	0	0	0

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]				
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029	
19	East Lake Pleasant Rd. Road Culvert Replacement on Quandry Creek (16170) MP 0.737. Fish Passage Improvement Project. Delivered by Wild Salmon Center. Design: NOAA = \$135K, Private = \$87k Construction: NOAA = \$1.5M.	9	9	0.01	PE	S/P	2023	NOAA	130	PRVT	75	205						
					RW	P/U	2024					10	10	10				
					CN	P/U	2025		1,600				1,600					
					Totals				1730		75	10	1,815	10	0	0	0	
20	Hoko-Ozette Road Culvert Replacement (91460) MP 5.77 Replace two failing culverts.	7	9	0.01	PE	S	2022					20	20	20				
					RW								0					
					CN	S	2022					200	200	200				
					Totals				0		0	220	220	220	0	0	0	
21	Johnson Creek Triple Culvert Replacement on Hoko-Ozette Rd (91460) MP 9.4 [SCP-21003]. Fish passage improvement. Delivered by North Olympic Salmon Coalition. RCO-FBRB=\$3,951,896; RCO-SRFB = \$1,015,889; PSAR = \$440,663; & USFWS = \$72,090	7	9	0.01	PE	C	2020	USFWS	72	RCO & PSAR	339	60	471					
					RW	S/P	2024						100	100	100			
					CN	S	2024				4,470		4,470					
					Totals				72		4,809	160	5,041	100	0	0	0	
22	Mina Smith Rd MP 1.55 on Dickey River Tributary Fish passage improvement. Delivered by Wild Salmon Center Design: NOAA = \$135k; Private = \$87k Construction: NOAA = \$1.5M.	9	9	0.01	PE	C	2023	NOAA	135	PRVT	87	222						
					RW								0					
					CN	S	2025		1,500				1,500					
					Totals				1,635		87	0	1,722	0	0	0	0	
23	Undi Rd MP 3.44 on Bogachiel Tributary Fish passage improvement. Delivered by Wild Salmon Center Design: NOAA = \$226k; Private = \$90k Construction: TBD	9	9	0.01	PE		2024	NOAA	226	PRVT	90	316						
					RW								0					
					CN		2026						0					
					Totals				226		90	0	316	0	0	0	0	
24	Chicken Coop Creek Culvert Replacement on Old Blyn Hwy (56830) and Olympic Discovery Trail (WDFW ID: 80000294) Fish passage improvement project. Delivered by Jamestown Tribe	9	9	0.01	PE	S	2024	FHWA	309			15	324	5	5	5		
					RW	P/U	2025						50	50		50		
					CN	S	2025		1,518					1,518				
					Totals				1,827		0	65	1,892	5	55	5	0	
25	Chicken Coop Creek Culvert Replacement on E. Sequim Bay Rd. (57250) (WDFW ID: 80000296) Fish passage improvement project. Delivered by Jamestown Tribe	9	9	0.01	PE	S	2024	FHWA	309			15	324	5	5	5		
					RW	P/U	2025						50	50		50		
					CN	S	2025		1,104					1,104				
					Totals				1,413		0	65	1,478	5	55	5	0	
26	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001279) M.P. 6.38 Fish Passage Improvement Design funding secured Delivered by North Olympic Salmon Coalition.	7	9	0.01	PE	S	2024			RCO-FBRB	200	15	215	5	5	5	5	
					RW	P/U	2026						50	50			50	
					CN	P/U								0				
					Totals				0		200	65	265	5	5	55	5	

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								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029			
NON-MOTORIZED TRANSPORTATION IMPROVEMENT PROJECTS (e.g., Olympic Discovery Trail, sidewalks)																				
27	Olympic Discovery Trail (ODT)--Forks Calawah River Park to Sitkum-Sol Duc Road (aka "A" Rd.) [698-1907] Construct ~1-mile trail and a multi-user, Calawah River trail bridge crossing. Federal: TA = \$450,000 + STBG = \$825,000; PRVT= \$300,000	0	32	1	PE	S	2021	TA	65	PRVT		10	75	60						
					RW	C	2018					145	145							
					CN	S	2025				1,210	300		1,510		750	750			
					Totals		1,275				300	155	1,730	60	750	750	0			
28	ODT-Forks to La Push Trail Corridor Acquisition [698-2101] Acquire trail corridor between US 101 and Olympic National Park adjacent to SR 110. Costs eligible for local grant match for PE & CN phases (see TIP #28). RCO=\$905,456; CCLTG=\$300,000; PRVT=\$20,000	0	32	9.7	PE					RCO, CCLTG & PRVT			0							
					RW	S	2021				1,207		1,207	670	537					
					CN								0							
					Totals		0				1207	0	1,207	670	537	0	0			
29	Olympic Discovery Trail (ODT)--Forks to La Push [698-2101] Design and construct ~ 12-mile, trail from US 101 to existing La Push trail adjacent to SR 110 corridor. Project delivered by Western Federal Lands Highway Division. FLAP = 5.1 to 11.3 million	0	32	12	PE	S	2021	FLAP	2,117				2,117							
					RW								0							
					CN	S	2025				9,210		372	9,582		2730	2730			
					Totals		11,327				0	372	11699	0	2730	2730	0			
30	ODT-Bogachiel River Crossing Type Size Location (TSL) Study for crossing the Bogachiel River as part of ODT-Forks to La Push segment along SR110(La Push Rd) RAISE = \$600,000	0	32	0.1	PE	S	2025	RAISE	600				600		300	300				
					RW								0							
					CN								0							
					Totals		600						600	0	300	300	0			
31	ODT-Forks City Limits to Sappho Trail Segment Trail alignment planning and preliminary (30%) design between the north city limits and Mary Clark Rd. near Sappho. RAISE = \$500,000	0	32	11	PE	S	2027	RAISE	500				500						600	
					RW								0							
					CN								0							
					Totals		500						500	0	0	0	0	600		
32	ODT-Sappho to Camp Creek Trailhead Predesign for trail alignment between Sappho and the ODT-Camp Creek Trailhead off Cooper Ranch Rd in Olympic National Forest. RAISE = \$250,000	0	32	8.2	PE	S	2027	RAISE	250				250						250	
					RW								0							
					CN								0							
					Totals		250						250	0	0	0	250			
33	ODT-Waterline Rd Trail Segment Preliminary (30%) & Final (100%) Designs to improve (e.g., pave, design) existing state forest service road that connects ODT-Gossett Rd section to East Beach Rd & ODT-Spruce Railroad Trail section. RAISE = \$1,050,000	0	32	5	PE	S	2025	RAISE	1,050				1,050		400	650				
					RW								0							
					CN								0							
					Totals		1,050						1050	0	400	650	0			
34	ODT-Gosset Rd to Thompson/Onella Rd Trail Segment Trail alignment planning and preliminary (30%) design for the gap parallel to SR 112 corridor between trail segments at Gosset and Thompson/Onella Roads that spans Joyce. RAISE = \$500,000	0	32	7	PE	S	2025	RAISE	500				500		250	250				
					RW								0							
					CN								0							
					Totals		500						500							
35	ODT-Freshwater Bay Rd. to Elwha River Trail Segment Trail alignment planning and preliminary (30%) design for the gap parallel to SR 112 corridor between trail segments at Freshwater Bay Rd. and the Elwha River Bridge crossing. RAISE = \$400,000	0	32	5	PE	S	2026	RAISE	400				400			400				
					RW								0							
					CN								0							
					Totals		400						400	0	0	400	0			

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36	ODT-Bagley Creek Bridge Replacement Type Size Location (TSL) Study for the Bagley Creek Bridge Replacement to lengthen bridge span in ravine to address steep trail grades. RAISE = \$450,000	0	32	0.1	PE	S	2027	RAISE	450				450				450
					RW								0				
					CN								0				
					Totals				450				450	0	0	0	450
37	Countywide Olympic Discovery Trail (ODT) Trail Corridor Gap Acquisition [698-1607, 698-2102, 698-2103] Various locations countywide in current ODT gaps.	0	32		PE												
					RW	S/P	2024					300	300	50	50	50	150
					CN												
					Totals				0		0	300	300	50	50	50	150
VARIOUS LOCATION PROJECTS																	
38	Countywide Overlay Surface Improvements Road resurfacing improvements at various County locations.		7		PE	S	2024					120	120	20	20	20	60
					RW												
					CN	S	2024					1,080	1,080	180	180	180	540
					Totals				0		0	1,200	1,200	200	200	200	600
39	Countywide Various Improvements Traffic control devices, signage, safety (e.g., guardrails), shoulder widening, drainage, surfacing upgrades, or other improvements. County misc. right-of-way & engineering project services.		6		PE	S	2024					120	120	20	20	20	60
					RW							180	180	30	30	30	90
					CN	S	2024					300	300	50	50	50	50
					Totals				0		0	600	600	100	100	100	200
TOTAL FUNDED PROJECTS									44,172		11,465	10,485	66,122	10,271	13,247	6,075	3,305

NOTE: The estimated Local Agency (i.e., Clallam County) project expenditures for the 2024-2029 planning period may be less than the total costs shown by project funding source and phase. This may be due to one or more of the following reasons:

- 1) The project is underway and has expended project funds prior to Year 2024;
- 2) The project funding award is not to Clallam County and the project is being delivered by another agency or organization without any County match required;
- 3) The project funding award is not to Clallam County and the project is being delivered by another agency or organization with only a County match shown;
- 4) A project phase may not be completed to after Year 2029; and/or
- 5) Other project funding circumstances.

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PLANNED (UNFUNDED PROJECTS)

U1	Anderson Road (East) (#47990) MP 0.00 to MP 0.45 (Cays Rd. to Thorton Drive-east crossing) Drainage, Widen, Resurfacing.	18	3	0.45	PE	P/U							50					
					RW	P/U							100					
					CN	P/U							500					
					Totals				0		0		650	650				
U2	Atterberry Road (#44300) M.P. 0.00 to M.P. 2.78 Reconstruct road between Sherburne Road and Hooker Road Widen, Regrade, Drainage - 3 Phases	8	2	2.78	PE	P/U							200					
					RW	P/U							400					
					CN	P/U							3000					
					Totals				0		0		3600	3600				
U3	Barr Road (North) (#43110) M.P. 0.18 to M.P. 0.82 Reconstruct road north of SR 101 to west 90 degree corner Widen, Regrade, Drainage - 2 Phases	18	2	0.64	PE	P/U							50					
					RW	P/U							100					
					CN	P/U							900					
					Totals				0		0		1050	1050				
U4	Brown Road (#53810) M.P. 0.97 to M.P. 1.47 Sequim City Limits to Port Williams Road 3R upgrade plus walkways/bikeway	19	5	0.50	PE	P/U							60					
					RW	P/U							75					
					CN	P/U							700					
					Totals				0		0		835	835				
U5	Edgewood Drive, Reddick to City Limits (#93110) M.P. 2.38 to M.P. 2.99 Reconstruct Road to Major Collector Standards Widen, Realign, Regrade, Resurface	16	3	0.61	PE	P/U							100					
					RW	P/U							200					
					CN	P/U							2,200					
					Totals				0		0		2,500	2500				
U6	Ennis Creek Road (#36200) M.P. 0.00 to M.P. 0.27 Baker Street to Front Street 3R upgrade plus walkway/bikeway	19	5	0.27	PE	P/U							60					
					RW	P/U							60					
					CN	P/U							1,400					
					Totals				0		0		1520	1520				
U7	Happy Valley Road (50300) MP 0.74 to MP 1.44 Reconstruct road north of McFarland Dr. to west of 3rd Ave, widen regrade, and drainage improvements.	8	3	0.7	PE	P/U							50					
					RW	P/U							50					
					CN	P/U							800					
					Totals				0		0		900	900				
U8	Heath Road Connector to Gilbert Road (#45850) Heath Road to Gilbert Road, No. 45850 Construct Connector Road between Heath and Gilbert Carlsborg Transportation Study #13	19	2	0.08	PE	P/U							300					
					RW	P/U							300					
					CN	P/U							1,300					
					Totals				0		0		1,900	1,900				

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								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029
U9	Hoko-Ozette Road, No. 91460 Various segments M.P. 0.00 to M.P. 21.31 Reconstruct road away from Big River bank in 4 phases M.P. 0.79-1.0, 2.2-2.4, 2.7-3.0, 4.1-4.4	7	02	1.01	PE	P/U						120					
			RW		P/U					100							
			CN		P/U					750							
			Totals			0	0	970	970								
U10	Kirk Road Extension M.P. 0.28 to M.P. 0.50 Upgrade Existing Road and Extend to Atterberry Road Carlsborg Transportation Study #10	9	03	0.22	PE	P/U						150					
			RW		P/U					100							
			CN		P/U					600							
			Totals			0	0	850	850								
U11	Marine Drive (#47530) M.P. 0.00 to M.P. 0.72 Cays Road to Cline Spit Road Bluff Drainage Enhancements	9	05	0.72	PE	P/U						58					
			RW		P/U					40							
			CN		P/U					533							
			Totals			0	0	631	631								
U12	Mill Road Traffic Island (#44930) M.P. 0.00 Install Raised Traffic Island to make Mill Road Right-in & Right Out Only Intersection. Carlsborg Transportation Study # 11D	18	05	0.1	PE	P/U						50					
			RW		P/U					30							
			CN		P/U					110							
			Totals			0	0	190	190								
U13	Mill Road Extension to Business Park Loop (#44930) M.P. 0.57 to 0.70 Extend Mill Road to tie into the industrial Business Park Loop Carlsborg Transportation Study # 6	18	05	0.13	PE	P/U						50					
			RW		P/U					50							
			CN		P/U					250							
			Totals			0	0	350	350								
U14	Mt. Angeles Road M.P. 0.47 to M.P. 1.12 Proposed Rural Arterial Program Project Widen, Realign, Regrade, Resurface	8	02	0.65	PE	P/U						75					
			RW		P/U					65							
			CN		P/U					800							
			Totals			0	0	940	940								
U15	Old Olympic Highway (#94120) M.P. 4.00 to 6.67 Widen, Regrade, Pulverize, Resurface & Drainage from McDonald Creek Bridge to Cays Road.	7	03	2.67	PE	P/U						100					
			RW		P/U												
			CN		P/U					920							
			Totals			0	0	1,020	1,020								
U16	Parkwood Boulevard Traffic Island (#44940) M.P. 0.00 Install Raised Traffic Island to make Parkwood Boulevard a Right-in & Right-Out Only Intersection. Carlsborg Transportation Study #11D.	9	05	0.1	PE	P/U						30					
			RW		P/U					50							
			CN		P/U					110							
			Totals			0	0	190	190								

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								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029
U17	Pioneer Road (#35820) M.P. 0.00 to M.P. 0.39 Reconstruct road between SR 101 & Baker Street Widen, Regrade, Drainage - 2 Phases	19	02	0.39	PE	P/U						60					
			03		RW	P/U					100						
			05		CN	P/U					700						
			07		Totals				0		0	860	860				
U18	Quillayute Road (#11200) M.P. 1.72 to 2.87 Quillayute Weather Station to Mina Smith Road Regrade, Drain, Widen, Resurface	8	03	1.15	PE	P/U						100					
			04		RW	P/U					100						
			07		CN	P/U					875						
			Totals				0		0	1,075	1,075						
U19	Runnion Road, East (#44730) M.P. 0.89 to M.P. 1.14 Carlsborg Road to Mill Road Regrade, Drain, Widen, Resurface	8	03	0.25	PE	P/U						30					
			04		RW	P/U					50						
			07		CN	P/U					500						
			Totals				0		0	580	580						
U20	Runnion Road Roundabout (#44730) M.P. 0.89 At the intersection with Carlsborg Road and realigned Spath Road construct a four-legged roundabout. Carlsborg Transportation Study #1	8	03	0.25	PE	P/U						78					
			04		RW	P/U					100						
			07		CN	P/U					900						
			Totals				0		0	1,078	1,078						
U21	Sequim-Dungeness Way (#95250) M.P. 1.00 to 4.62 Sequim City Limits to Marine Drive, except Woodcock Road vicinity Repave	7	06	3.62	PE	P/U						30					
			07		RW												
					CN	P/U					2000						
			Totals				0		0	2,030	2,030						
U22	Spath Road (#45420) M.P. 0.00 to M.P. 0.80 Kitchen-Dick Road to Carlsborg Road Regrade, Drain, Widen, Resurface	9 19	03	0.8	PE	P/U						50					
			04		RW	P/U					106						
			07		CN	P/U					600						
			Totals				0		0	756	756						
U23	Spath Road to West Runnion Road Connector Route (#45420) M.P. 0.0.80 (Spath Road) to M.P. 0.60 (West Runnion Road) Construct New Connector Segment between Spath and West Runnion Roads. Carlsborg Transportation Study # 5	19	1	1.26	PE	P/U						100					
					RW	P/U					90						
					CN	P/U					800						
			Totals				0		0	990	990						
U24	Spencer Road Connector to Mill Road (#44660) M.P. 1.50 to Mill Road Construct New Connector Segment between Spencer Road and Mill Road. Carlsborg Transportation Study # 14	19	1	0.75	PE	P/U						300					
					RW	P/U					300						
					CN	P/U					1884						
			Totals				0		0	2,484	2,484						
U25	Sunland Non-motorized Trail Trail beside Taylor Blvd in Sunland for pedestrian access from Sequim-Dungeness Way & Dung Way to Holland Road.		32	2	PE	P/U						40					
					RW	P/U					40						
					CN	P/U					300						
			Totals				0		0	380	380						

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SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2024 - 2029

Hearing Date: ___/___/2023
Adoption Date: ___/___/2023
CR Resolution No.: ___, 2023

TIP Project No.	PROJECT IDENTIFICATION A. Project/Road Name(Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D:Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	PROJECT COSTS IN THOUSANDS OF DOLLARS																		
					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]									
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029						
U26	Towne Rd. (52270) & Sequim-Dungeness Way (95250) Roundabout Roundabout safety & traffic flow intersection improvement at future Towne Rd. / Seq.-Dung. Way intersection (See TIP # 11). Design was funded under Dungeness River Floodplain Restoration Project grants.	7	3	0.2	PE	C																	
					RW	C																	
					CN	P/U														1,000			
					Totals															1,000	1,000	0	0
U27	Trout Creek Bridge Replacement (#91460 BR4) M.P. 17.19 to M.P. 17.29 Hoko-Ozette Road	7	04	0.1	PE	P/U																	
					RW	P/U														50			
					CN	P/U														10			
					Totals		0													0	535	535	
U28	US 101 Underpasses of McDonald Creek Bridge (#94120 BR1) Reconnect S. Barr & Sherburne Roads to North Side of US 101 by extending these County Roads under the New McDonald Creek US 101 Bridges.	7	04	0.09	PE	P/U																	
					RW															200			
					CN	P/U														1948			
					Totals		0													0	2,148	2,148	
U29	Winterhawk to West Runnion Connector (#44730) Construct new Connector Segment between Winterhawk St. and West Runnion Rd. Carlsborg Transportation Study # 12.	19	1	0.25	PE	P/U																	
					RW	P/U														50			
					CN	P/U														20			
					Totals		0													0	160	160	
Planning Pedestrian and Bicyclist Road Safety Study																							
U30	West Hendricksen Rd. (#51740) MP 0.88 to 1.65 Pedestrian & Bicyclist Road Safety Audit Study. Pending Tribal Transportation Program Safety Fund Grant by Jamestown S' Klallam Tribe (JSKT).	19	32		Study	P/U		JSKT		22													
																				22	0	0	22
					Totals		22														0	0	22
U31	Old Blyn Highway (#56830) MP 0.19 to 2.02 Pedestrian & Bicyclist Road Safety Audit Study. Pending Tribal Transportation Program Safety Fund Grant by Jamestown S' Klallam Tribe (JSKT).	9	32		Study	P/U		JSKT		22													
																				22	0	0	22
					Totals		22														0	0	22
Unfunded Culvert Replacement Projects																							
U32	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001331) M.P. 2.92 Fish Passage Improvement Project. Pending RCO-FBRB Grant Application for Design Only by North Olympic Salmon Coalition.	7	9	0.01	PE	P/U					RCO-FBRB	200											
					RW	P/U																	
					CN	P/U														200	0	200	
					Totals		0														200	0	200
U33	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001275) M.P. 6.83 Fish Passage Improvement Project. Pending RCO-FBRB Grant Application for Design Only by North Olympic Salmon Coalition.	7	9	0.01	PE	P/U					RCO-FBRB	200											
					RW	P/U																	
					CN	P/U														200	0	200	
					Totals		0														200	0	200
U34	Matriotti Creek Culvert Replacement on Ward Rd. (46110) (WDFW ID: 99922) MP 0.22 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.01	PE	P/U		NOAA		65													
					RW	P/U														14			
					CN	P/U														318			
					Totals		397															397	

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) <i>(See Footnote)</i>			
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2024	2025	2026	2027 to 2029
U35	Matriotti Creek Culvert Replacements on Lamar Ln. (46130) (WDFW ID: 999848 & 999849) MP 0.2 & 0.35 Fish passage improvement project. <i>Pending NOAA federal grant application for design & construction.</i>	9	9	0.02	PE	P/U		NOAA	130								
					RW	P/U			28								
					CN	P/U			636								
					Totals			794			794						
U36	Matriotti Creek Culvert Replacement on Cays Rd. (45750) (WDFW ID: 999841) MP 1.1 Fish passage improvement project. <i>Pending NOAA federal grant application for design & construction.</i>	8	9	0.01	PE	P/U		NOAA	50								
					RW	P/U											
					CN	P/U			252								
					Totals			302			302						
U37	Matriotti & Owl Creek Culvert Replacements on Spath Rd. (45420) (WDFW ID: 931235 & 999820) MP 0.42 & 0.97 Fish passage improvement project. <i>Pending NOAA federal grant application for design & construction.</i>	9	9	0.02	PE	P/U		NOAA	95								
					RW	P/U			10								
					CN	P/U			464								
					Totals			569			569						
U38	Matriotti Creek Culvert Replacement on W. Runnion Rd. (44730) (WDFW ID: 999819) MP 0.22 Fish passage improvement project. <i>Pending NOAA federal grant application for design & construction.</i>	19	9	0.01	PE	P/U		NOAA	48								
					RW	P/U			10								
					CN	P/U			238								
					Totals			296			296						
U39	Matriotti Creek Culvert Replacement on Atterberry Rd. (44300) (WDFW ID: 999928) MP 2.74 Fish passage improvement project. <i>Pending NOAA federal grant application for design & construction.</i>	8	9	0.01	PE	P/U		NOAA	48								
					RW	P/U											
					CN	P/U			238								
					Totals			286			286						
U40	Matriotti Creek Culvert Replacement on Frost Rd. (44350) (WDFW ID: 999931) MP 0.38 Fish passage improvement project. <i>Pending NOAA federal grant application for design & construction.</i>	9	9	0.01	PE	P/U		NOAA	40								
					RW	P/U			10								
					CN	P/U			225								
					Totals			275			275						
TOTAL UNFUNDED PROJECTS													35,535				