



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, November 1, 2021 – 8:00 a.m.

****ATTENTION****

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

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Contract amendment A with the Port Angeles School District for mental health school support services

Contract amendment A 

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

Discussion and call for hearing 

Board of Commissioners

4. Resolution reappointing Steve Gray to the Tails Advisory Committee

Resolution 

5. Resolution appointing Jennifer Garcelon to the Permit Advisory Board

Resolution 

6. Letter of Support for Sequim Valley Airport for Clallam County PUD

Letter of support 

7. Letter of Support for Sequim Valley Airport for Department of Commerce

Letter of support 

8. Letter of Support for a County representative for Continuum of Care Balance of State Steering Committee

Letter of support 

General Discussion/Items for Future Agendas:

- * Continued Work Session (November 8 - Cancelled)
- * Department of Natural Resources Meeting (November 30 at 1 p.m.)
- * Continued Work Session - Topic TBD (December 13 at 1 p.m.)
- * Shoreline Master Program update (January 11, 2022)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2
11/1/21

Department: **Juvenile Services**

WORK SESSION ☒ Meeting Date: 11/01/2021

REGULAR AGENDA ☒ Meeting Date: 11/09/2021

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

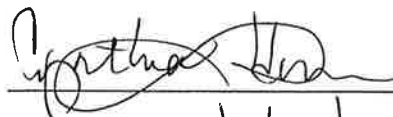
Contract agreement addendum A between Port Angeles School District and Clallam County Juvenile & Family Services for mental health school support services.

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

No budgetary impact at this time.

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

County Official signature & print name:

 Cynthia L. Hanson

Name of Employee/Stakeholder attending meeting:

Jody Jacobsen & Cynthia Hanson

Relevant Departments: NA

Date submitted: 10/27/21

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

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

Addendum

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

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

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

Executed this 25th day of October, 2021.

Port Angeles Public School District

Michelle Olsen

Authorized Signature

Michelle Olsen

Printed Name

Assistant Superintendent

Title

Board of Clallam County Commissioners
Clallam County Representative

Authorized Signature

Printed Name

Title

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

BETWEEN

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

AND

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

SECTION 1

CONTRACTED SERVICES

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

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

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

Contracted Services Continued:

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

The preliminary list of schools by order of importance follows:

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

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

SECTION 2 **PAYMENT**

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

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

Invoices shall be sent to:

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

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

SECTION 3

INDEPENDENT CONTRACTOR STATUS

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

SECTION 4

CONFIDENTIALITY

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

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

SECTION 5

REPRESENTATION and EMPLOYMENT

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

SECTION 6

RECORDS

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

SECTION 7

INSURANCE

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

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

SECTION 8

TAXES

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

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

SECTION 9

CONTACT WITH MINORS

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

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

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

SECTION 10

LICENSES, PERMITS, AND WARRANTY

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

SECTION 11

NONDISCRIMINATION

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

SECTION 12
ASSIGNMENT

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

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

SECTION 13
INDEMNIFICATION

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

SECTION 14
TERMINATION

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

SECTION 15
FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT

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

SECTION 16

DEBARMENT

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

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

SECTION 17

AGREEMENT

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

SECTION 18

SEVERABILITY

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

SECTION 19

APPLICABLE LAW

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

SECTION 20
SIGNATURE

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

Modifications

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

Executed this 8 day of October, 2019.

Port Angeles Public School District,



Authorized Signature
Martin Bruce

Printed Name
Superintendent

Title

Clallam County Representative,
Board of Clallam County Commissioners

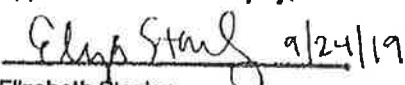
 10/18/19

Authorized Signature
Mary O'Neil

Printed Name
Chair

Title

Approved as to form only by:

 9/24/19

Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County



AGENDA ITEM SUMMARY

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

3
11/1/21

Department: Prosecuting Attorney's Office

WORK SESSION ☒ Meeting Date: November 1, 2021

REGULAR AGENDA ☒ Meeting Date: November 9, 2021

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

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

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

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

County Official signature & print name: Bert + Dee Boughton

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

Relevant Departments: Finance, Prosecutor

Date submitted: 10/21/2021

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

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

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

****ATTENTION****

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

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

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

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

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

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

SUMMARY OF PROPOSED CHANGES:

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

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

Publish: November 5, 2021
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

ORDINANCE NO., _____ 2021

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

Farm Waste Line Facility Franchise

Sections:

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

William Peach

ATTEST:

Loni Gores
Clerk of the Board

UTILITIES FRANCHISE

Granted by Clallam County Board of Commissioners to

MAPLE VIEW FARM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Property damage
\$1,000,000 per occurrence

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

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

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

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

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

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

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

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

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

Phone Number (360)-683-3465

Pager Number (360) -681-5701

FOR COUNTY

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

Phone Number - (360) 417-2319

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

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

COMPANY NAME _____

BY (SIGNATURE) _____ Date _____

(PRINT) _____

TITLE _____

SEAL OR STAMP

State of Washington
County of Clallam

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

(name of company or party on behalf of whom instrument was executed)
to be the free and voluntary act of such party for
the uses and purposes mentioned in the
instrument.

Dated: _____

Signature: _____

Title: _____

Residing at: _____

My appointment ends: _____

PASSED AND ADOPTED BY:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

William Peach

Date: _____

ATTEST:

Loni Gores
Clerk of the Board

Approved as to Form: _____

Deputy Prosecuting Attorney
Clallam County



4
11/1/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 11-01-21**

REGULAR AGENDA ☒ **Meeting Date: 11-09-21**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

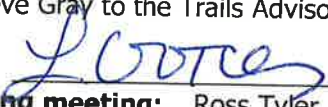
Vacancies exist on the Trails Advisory Committee due to the expiration of terms. A press release was issued during the month of August 2021 soliciting applications from interested citizens and public representatives. Steve Gray submitted a request to be reappointed to the Clallam County Road Department/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

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

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

None

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

County Official signature & print name:  Loni Gores, Clerk
Name of Employee/Stakeholder attending meeting: Ross Tyler

Relevant Departments: Public Works/Roads/BOCC

Date submitted: 10-25-21

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



RESOLUTION _____, 2021

REAPPOINTING A MEMBER TO THE TRAILS ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

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

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

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

PASSED AND ADOPTED this ninth day of November 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

A22.177
Appointee
Public Works



AGENDA ITEM SUMMARY

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

5
11/1/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 11-01-21

REGULAR AGENDA ☒ Meeting Date: 11-09-21

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

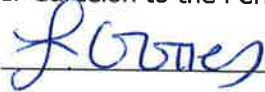
Vacancies exist on the Permit Advisory Board due to resignations and expiration of terms. A press release was issued in August 2021 to solicit applications from interested citizens and public representatives.

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

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

None

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

County Official signature & print name:  Loni Gores, Clerk

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

Relevant Departments: DCD/BOCC

Date submitted: 10-25-21

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

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



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE PERMIT ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

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

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

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

PASSED AND ADOPTED this ninth day of November 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

cc: A22.171
Appointee
DCD



AGENDA ITEM SUMMARY

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

6
11/1/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 11-1-21

REGULAR AGENDA ☒ Meeting Date: 11-9-21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

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

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

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

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

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

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

Relevant Departments: BOCC, DCD

Date submitted: 10-27-21

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



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

Board of Clallam County Commissioners

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

RICH SILL, County Administrator

November 9, 2021

PUD of Clallam County
104 Hooker Road
Sequim, WA 98382

Dear Clallam County PUD,

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

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

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

Thank you for your consideration.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

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

j:\public\correspondence\from boccc\2021\sequim airport support letter - pud 11-09-21.docx



AGENDA ITEM SUMMARY

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

7
11/1/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 11-1-21

REGULAR AGENDA ☒ Meeting Date: 11-9-21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

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

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

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Recommending approval of a letter of support for Sequim Valley Airport and Department of Commerce.

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

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

Relevant Departments: BOCC, DCD

Date submitted: 10-27-21

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

Sequim Valley Airport Department of Commerce 11-9-21.docx
Revised: 3-04-2019



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

Board of Clallam County Commissioners

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

RICH SILL, County Administrator

November 9, 2021

Department of Commerce
Attn:

Dear Department of Commerce,

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

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

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

Thank you for your consideration.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

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



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11/1/21

AGENDA ITEM SUMMARY

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

Department: BOCC

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

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

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

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

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 10-25-21

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

Continuum of Care Balance Steering Committee 11-9-21.docx
Revised: 3-04-2019



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RICH SILL, County Administrator

File: A72

November 9, 2021

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

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

Lisa Glaeser:

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

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

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach