



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, October 25, 2022 – 9:00 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: <http://www.clallam.net/features/meetings.html>

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

Modification - postpone item 4a - added 10/24/22 

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 17

Approval of vouchers 

1b. Approval of minutes for the week of October 17

Approval of minutes 

1c. Recognizing Stephen Hoffman for over 39 years of service to Clallam County

Certificate 

1d. Proclamation recognizing National Hospice Month in Clallam County

Proclamation 

1e. Proclamation recognizing the week of October 23-29, 2022 as Pro Bono Law Week

Proclamation 

1f. Letter regarding Financial Data Transparency Act of 2022

Letter 

REPORTS AND PRESENTATIONS

HEARING(S) – Beginning at 10:30 a.m.

- H1. Proposed vacation of a portion of Hazel Steet

Road Vacation 

- H2. Consideration of resolution adopting the following Debatable Emergencies:
Parks & Facilities - Additional funding for expenses related to COVID-19 for
goods and services expenditures incurred in August and September, 2022
expected to be reimbursed through FEMA/\$14,656
General Fund Reserves - Additional funding due to the revised Lower
Dungeness Floodplain grant reimbursement and costs projections for 2022 and
2023/\$650,000 (1 of 2)
Department of Community Development - Lower Dungeness Floodplain
Additional funding due to the revised Lower Dungeness Floodplain grant
reimbursement and costs projections for 2022 and 2023/\$650,000 (2 of 2)
NonDept - Affordable Housing Sales Tax - For the new Housing Solutions
Coordinator position/\$23,980

Debatable Emergencies 

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Scarsella Brothers, Incorporated for construction of Levee tie-ins and flood
return channel in the Lower Dungeness River Floodplain restoration area

Agreement 

- 2b. Agreement with Scarsella Brothers, Incorporated for removal of Towne Road in the Lower
Dungeness River Floodplain restoration area

Agreement 

- 2c. Interlocal Agreement designating Salish Behavioral Health Administrative Services
Organization (SBH-ASO) as the Olympic Opioid Abatement Council

Agreement 

- 2d. Agreement with John Paul Knox dba KnoxWorks for Housing Solutions Committee support

Agreement 

ADMINISTRATION

- 3a. Applicant resolution and authorization with Washington State Recreation and Conservation
Office for Lake Pleasant Boat Launch

Applicant resolution and authorization 

PUBLIC WORKS

- 4a. Postpone: Request for temporary easement from Washington State Department of
Transportation to use a portion of Lake Aldwell boat launch for discharging groundwater

Temporary easement

Modification - postpone item 4 a - added 10/25/22

BUDGET

- 5a. Resolution adopting the following Budget Revisions:
Department of Community Development - Lower Dungeness Floodplain - To ensure flood protection work is completed on Lower Dungeness River Project before the flood season begins in November 2022/\$4,434,997

Budget Revisions

- 5b. Resolution adopting the following Budget Reductions:
Department of Community Development - Lower Dungeness Floodplain - Due to revised cost projection for 2022 and 2023, Lower Dungeness Floodplain will not be returning any funding back to General Fund Reserves in 2022/\$1,850,000 (1 of 2).
General Fund Reserves - Due to revised cost projection for 2022 and 2023, Lower Dungeness Floodplain will not be returning any funding back to General Fund Reserves in 2022/\$1,850,000 (2 of 2).

Budget Reductions

- 5c. Resolution adopting the following Supplemental Appropriations:
Department of Community Development - Lower Dungeness Floodplain - To ensure flood protection work is completed on Lower Dungeness River Project before the flood season begins in November 2022/\$3,631,639

Supplemental Appropriations

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 October 24 - 28:

Monday, October 24:

9:00 a.m. Work Session

11:00 a.m. Joint Meeting with Port of Port Angeles (BOCC Board Room)

2:30 p.m. Continued Work Session

Tuesday, October 25:

10:00 a.m. Board Meeting

10:00 a.m. Federal Funding Workshop

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

3:00 p.m. William Shore Memorial Pool District Meeting

Wednesday, October 26:

8:00 a.m. Budget Meetings

11:00 a.m. Department of Natural Resources Meeting Carbon Credit Meeting

Friday, October 28:

8:00 a.m. Budget Meetings

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.

MEMORANDUM

LONI GORES
Clerk of the Board

October 24, 2022



TO: Board of Commissioners, Administrator Sill

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been postponed on the October 25, 2022 regular agenda:

PUBLIC WORKS

- 4a Request for temporary easement from Washington State Department of Transportation to use a portion of Lake Aldwell boat launch for discharging groundwater



1a
10/25/22

Date of report: October 19, 2022

General	\$417,698.91
Other	\$787,598.78
Total	\$1,205,297.69

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 _____ 2022.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

October 17 - 21, 2022

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	Auditor	22,226.85		102.08	
00100.241/291	Commissioners (BOCC)	49,060.34			
00100.244	BOCC - Board of Equalization	22.28			
19914.291	BOCC - Veterans Relief		3,864.58		
19961.291	BOCC - American Rescue Plan Act		8,064.27		
00100.331-334	Dept. of Community Develop't (DCD)	3,243.81			
00100.871	District Court I	778.09			
00100.881	District Court II	136.95			
11301.511	Health & Human Services (HHS)		14,293.68		
00100.511	HHS - Environmental Health	5,973.70			
00100.513	HHS - Admin	161.01			
11322.511	HHS - Homeless Task Force		19,435.91		
11323.511	HHS - Chem Dep/Mental Hlth		66,823.97		
11331.511	HHS - Developmental Disabilities		3,500.00		
00100.461	Human Resources (HR)	10,861.38			
50401.461	HR - Risk Management		2,086.40		
00100.411	Information Technology (IT)	14,823.38			
30701.411	IT - Capital Projects		629.70		
00100.851	Juvenile Services	5,694.60		15.84	
11401.821	Law Library		609.27		
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		5,642.84		
00100.911/912	Parks Fair Facilities (PFF)	26,320.35			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		20,759.72		
30501.911	PFF - Capital Projects		6,104.85		
00100.841-843	Prosecuting Attorney	10,979.79		43.33	
	Public Works (PW)				
10101.611	PW - Roads		403,334.39		
41401.611	PW - Clallam/Seki Sewer		10,118.52		
42401.611	PW - Carlsborg Sewer		8,443.35		
43401.611	PW - Bullman Beach Water System		646.34		
50301.611	PW - ER&R (Equip't Rental & Revolving)		207,724.90		
00100.811-815,817	Sheriff	149,296.88		201.80	
00100.816	Sheriff - Jail Medical	113,362.32			
11003.811	Sheriff - Boating Safety		525.00		
11004.811	Sheriff - VRF Boating Program		442.19		
11008.811	Sheriff - OPNET Drug		1,658.96		3.75
11065.811	Sheriff - OPSCAN Operations		805.39		
11080.811	Sheriff - Inmate Commissary		1,018.30		
00100.231	Treasurer	2,205.36			
12201.231	Treasurer - O&M (Operation & Maintenance)		1,062.50		
00100.931	WSU Extension	2,188.77			
Total		417,335.86	787,595.03	363.05	3.75

Report Reconciliation		Totals			
Total	1,204,930.89	General Fund	417,698.91		
Final Check Lists	1,204,930.89	Other	787,598.78		
Difference	-	Total	1,205,297.69	Use Tax	366.80

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
10/10/2022	U S BANK	3599	dfodge1	180.00	15.84	180.00
10/13/2022	BRIARWOOD PRODUCTS LCC	110642	jkoon	1,427.55	125.62	1,427.55
10/14/2022	U S BANK	7275-Oct22	jkoon2	42.63	3.75	928.75
10/14/2022	U S BANK	0097-Oct22	jkoon2	132.80	11.69	2,784.59
10/14/2022	U S BANK	6528-Oct22	jkoon2	732.83	64.49	1,823.99
10/25/2022	ACOM SOLUTIONS, INC	0209688-IN	sprice	1,160.00	102.08	1,160.00
10/25/2022	SOUTHLAND MEDICAL LLC	WWI000721	tpavlak	74.95	6.60	74.95
10/25/2022	U S BANK	1030	tpavlak	187.60	16.51	187.60
10/25/2022	U S BANK	21616	tpavlak	92.14	8.11	92.14
10/25/2022	U S BANK	21427	tpavlak	72.92	6.42	72.92
10/25/2022	U S BANK	2755172	tpavlak	64.65	5.69	64.65
Totals:				4,168.07	366.80	8,797.14

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022	0000011	ACOM SOLUTIONS, INC	0209688-IN	8/31/2022	CHECK STOCK	1,160.00	1,160.00
10/25/2022	0019068	K & H PRINTERS INC	063394	9/30/2022	INSERTS AND EVELOPES FO	20,351.41	20,351.41
10/25/2022	0020849	U S BANK	13325b1916036	9/23/2022	TANNER OSBORNES HOTEL	357.72	
			13325b1916044	9/23/2022	SANDY WILLIAMS HOTEL RO	357.72	715.44
Sub total for U S BANK:							22,226.85

22,226.85+
 57,124.61+
 22.28+
 3,243.81+
 778.09+
 136.95+
 110,188.27+
 12,947.78+
 15,453.08+
 5,694.60+
 609.27+
 5,642.84+
 53,184.92+
 10,979.79+
 207,724.90+
 403,334.39+
 19,208.21+
 137,302.82+
 16,443.90+
 113,362.32+
 3,267.86+
 3,864.58+
 2,188.77+
 1,204,930.89*+
 0.*

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022 0000382		CODE PUBLISHING COMPANY	GC008728	10/12/2022	WEB UPDATE; NEW PAGES	170.40	170.40
10/25/2022 0001243		PITNEY BOWES - RESERVE A	111251190 Oct 2	10/12/2022	CLALLAM COUNTY POSTAGE	25,000.00	25,000.00
10/25/2022 0001300		PUBLIC UTILITY DISTRICT	14918	10/12/2022	ARPA CONTRACT #19961.21.0	3,084.27	3,084.27
10/25/2022 0001615		UNITED WAY OF CLALLAM CC	United Way Oct 1	10/12/2022	PERSONNEL SUPPORT FOR	1,000.00	1,000.00
10/25/2022 0001632		U S POSTMASTER	Stamps 10/11/20	10/12/2022	FOREVER STAMPS	1,200.00	1,200.00
10/25/2022 0020849		U S BANK	CM 9/30/2022	10/12/2022	CHELSEA MILLAR COUNTY LI	250.00	
			LG 9/13/22	10/12/2022	LONI GORES TRAINING	60.00	
			Pen Awards 9/14	10/12/2022	BILL BENEDICT, 20 YRS	20.15	
			Pen Awards 9/20	10/12/2022	CATHY LUCERO, 24 YRS	20.15	350.30
10/25/2022 0024169		PEACH, WILLIAM	CBP 9/15/2022	10/12/2022	CBP 9/15/22 WSAC TIMBER C	153.19	153.19
10/25/2022 0028699		SOUND PUBLISHING INC	8078881	10/12/2022	LTAC APPLICATIONS, BUDGE	496.64	496.64
10/25/2022 0035888		CASCADIA CONSULTING GRC	9220	10/12/2022	GREENHOUSE GAS INVENTC	9,580.00	
			9161	10/12/2022	GREENHOUSE GAS INVENTC	7,165.00	
			8809	10/12/2022	GREENHOUSE GAS INVENTC	4,032.50	20,777.50
10/25/2022 0045432		CBG COMMUNICATIONS, INC	162-BB082022	10/12/2022	AUGUST BROADBAND DEVEI	3,980.00	3,980.00
10/25/2022 0045432		CBG COMMUNICATIONS, INC	162-08WF2022	10/12/2022	AUGUST SERVICE PER CONI	657.50	657.50
10/25/2022 0046683		ODP BUSINESS SOLUTIONS,	1267333826001	10/12/2022	BOCC PAPER; BOE FOLDERS	254.81	254.81
Sub total for U S BANK:							57,124.61

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10/17/2022 11:10:42AM

Final Check List
CLALLAM COUNTY

BOE

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	10/25/2022	0046683	ODP BUSINESS SOLUTIONS,	267333829001	9/22/2022	BOE COPY STAMP	13.59
				267332712001	9/22/2022	BOE DIGITAL TIMER	8.69
							22.28
						Sub total for U S BANK:	22.28

DCD

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022	0000270	CAPTAIN TS	42272	10/5/2022	CODE ENF UNIFORMS	427.41	427.41
10/25/2022	0000546	EXPRESS SERVICES, INC	27924822	9/28/2022	CE BURKHARDT 9/25/22	93.88	93.88
10/25/2022	0001252	PORT ANGELES, CITY OF	SEPTEMBER 20	10/7/2022	CE LANDFILL VOUCHERS SE	1,028.09	1,028.09
10/25/2022	0001641	VERIZON WIRELESS	9916460607	9/22/2022	INSPECTOR SEPTEMBER 202	24.32	24.32
10/25/2022	0019731	FEIRO MARINE LIFE CENTER	po #006040	10/3/2022	G145 TASK 2 INTERN HOURS	649.52	649.52
10/25/2022	0020849	U S BANK	APA CONNORS	9/22/2022	CP CONNORS CONFERENCE	480.00	
			FRICKER 9-13-2	9/13/2022	CE WACE CONFERENCE 9-20	414.78	894.78
10/25/2022	0038337	INSIDEOUT SOLUTIONS INC	97964	10/10/2022	G133 WORKSITE 3	50.00	50.00
10/25/2022	0046683	ODP BUSINESS SOLUTIONS, I	270144510001	10/5/2022	OFFICE SUPPLIES	75.81	75.81
Sub total for U S BANK:							3,243.81

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10/17/2022 11:27:09AM

Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022 0001179		PACIFIC OFFICE EQUIPMENT	1109312	9/30/2022	CANON/IRA615IFZ	94.46	
			1109314	9/30/2022	CANON/IMAGERUNNER ADV	76.66	
			1109311	9/30/2022	CANON/IR1435 - BLACK TONE	63.97	
			1109313	9/30/2022	CANON/IR1435 - BLACK TONE	0.09	235.18
10/25/2022 0001509		CORDANT HEALTH SOLUTIONS	FS-T163100930	9/30/2022	CORDANT - RANDOM UA'S	234.68	234.68
10/25/2022 0020849		U S BANK	usbank-october	10/6/2022	MENTAL HEALTH PARTICIPAN	308.23	308.23
Sub total for U S BANK:							778.09

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10/17/2022 11:35:40AM

Final Check List
CLALLAM COUNTY

District Court II

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022	0001179	PACIFIC OFFICE EQUIPMENT	1109316	10/12/2022	CANON IRA400 SERVICE COI	70.08	
			1109315	10/12/2022	CANON IR1025 SERVICE COM	27.15	97.23
10/25/2022	0001509	CORDANT HEALTH SOLUTION	tc-47058093022	10/12/2022	PROBATION UA HEIL	25.65	25.65
10/25/2022	0003410	LEMAY MOBILE SHREDDING	4764641s185	10/12/2022	SEPTEMBER SHRED BIN TIP	14.07	14.07
Sub total for U S BANK:							136.95

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022 0002523		GARCELON, JENNIFER	TRAVEL-100722	10/7/2022	EHADMIN-EH DIRECTORS ME	118.00	118.00
10/25/2022 0047561		HECK, DYLAN	REFUND-10032	10/3/2022	FOOD-FOOD SERVICE PERM	138.75	138.75
10/25/2022 0000870		KONP RADIO 1450	12519-8	9/30/2022	OSS-SEPTEMBER RADIO ADS	425.00	425.00
10/25/2022 0001002		MILLIPORE CORP	10517804	8/26/2022	WLAB-LAB SUPPLIES -TAX OI	768.60	
			10558181	9/23/2022	WLAB-TAX ON LAB SUPPLIES	67.63	
			10525137	9/1/2022	WLAB-FREIGHT CHARGE	45.00	
			10558182	9/23/2022	WLAB-TAX ON SHIPPING	3.96	885.19
10/25/2022 0001179		PACIFIC OFFICE EQUIPMENT	1109369	10/5/2022	EH ADMIN-COPIER 10272	128.06	
			1109370	10/5/2022	OSS-COPIER 10297	31.76	
			1109368	9/30/2022	WLAB-COPIER 9310	8.83	168.65
10/25/2022 0003572		SEQUIM PRAIRIE GRANGE #1	100722	10/7/2022	WQ-RENTAL OF MAIN HALL C	125.00	125.00
10/25/2022 0020849		U S BANK	7298-100622	10/12/2022	EH ADMIN-WA ASSN OF COU	901.23	
			4878-100622	10/12/2022	FOOD-AMAZON-FLASHLIGHT	478.14	1,379.37
10/25/2022 0042585		UNITED ENGINEERING INC	REFUND-09302	10/11/2022	OSS-SOILS TESTING REFUNI	317.60	317.60
10/25/2022 0001617		UNIVERSITY OF WASHINGTO	OTS2665	10/6/2022	WQ-WATER TESTING SERVIC	6.84	6.84
10/25/2022 0001641		VERIZON WIRELESS	9916643997	9/24/2022	EHADMIN-IPADS	675.40	675.40
10/25/2022 0036338		WSEHA	01468-100722	10/7/2022	EHADMIN-2022-2023 ANNUAL	50.00	50.00
10/25/2022 0032130		XYLEM	966898	10/3/2022	EHADMIN-PROBE	1,683.90	1,683.90
10/25/2022 0001179		PACIFIC OFFICE EQUIPMENT	1109374	9/30/2022	HADM - 3RD ST 2ND FLOOR \	35.16	
			1109373	9/30/2022	HOPS - HHS DIRECTOR	3.07	38.23
10/25/2022 0020849		U S BANK	4910 10-6-22	10/6/2022	HADM - AMAZON - LOCK MAC	122.78	122.78
10/25/2022 0046883		AL-HAKIM, ELISA	LA BT 10-7-22	10/7/2022	HOPS - FTIR SPECTROMETE	338.86	338.86
10/25/2022 0000546		EXPRESS SERVICES, INC	27924828	9/28/2022	HOPS - EXTRA HELP EMPLO'	1,247.22	1,247.22
10/25/2022 0000599		FORKS OUTFITTERS	FO 9-30-22	9/30/2022	HOPS - CLEANING SUPPLIES	6.07	6.07
10/25/2022 0047563		HENSON, SHAUN	SH BT 10-11-22	10/11/2022	HOPS - BUSINESS MILEAGE -	82.50	82.50
10/25/2022 0041614		MCLANE, KARISSA	KM BT 10-10-22	10/10/2022	HOPS - MCHBG FALL REGION	130.31	130.31
10/25/2022 0046683		ODP BUSINESS SOLUTIONS,	268506105001	9/28/2022	HOPS - OFFICE SUPPLIES - E	341.96	341.96
10/25/2022 0015513		OLYMPIC PENINSULA COMMLOPCC	10-6-22	10/6/2022	HOPS - HOTEL LEASING AND	4,971.74	4,971.74
10/25/2022 0001179		PACIFIC OFFICE EQUIPMENT	1109375	9/30/2022	HOPS - PH COLOR COPIER	127.56	
			1109333	9/30/2022	HOPS - PH COPIER	58.44	
			1109376	9/30/2022	HOPS - FORKS COLOR COPI	13.52	
			1109377	9/30/2022	HOPS - FORKS COPIER	8.63	208.15
10/25/2022 0020849		U S BANK	4326 10-6-22	10/6/2022	HOPS - EXPEDIA - DAYS INN '	3,446.99	
			4318 10-6-22	10/6/2022	HOPS - KS SCIENTIFIC - FREI	3,380.38	6,827.37

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022 0001641		VERIZON WIRELESS	9916495989	9/23/2022	HOPS - PHONES GENERAL	139.50	139.50
10/25/2022 0000224		BOYS & GIRLS CLUB OF OLYM	11322-21-BGCO	9/20/2022	HTF - LIFE SKILLS TRAINING	1,596.08	1,596.08
10/25/2022 0000591		FORKS ABUSE PROGRAM	11322-21-FAP 8-	9/17/2022	HTF - WEST END HOPE - AUC	4,027.03	4,027.03
10/25/2022 0000938		LUTHERAN COMMUNITY SER	11322-21-LCSNI	9/21/2022	HTF - HEALTHY FAMILIES - JL	11,142.80	11,142.80
10/25/2022 0001433		SERENITY HOUSE OF CLALLA	11322-21-SHCM	9/29/2022	HTF - FAMILY SHELTER CASE	2,670.00	2,670.00
10/25/2022 0025324		CEDAR GROVE COUNSELING	11323-22-23-CG	9/21/2022	CD/MH - RECOVERY SUPPOF	2,257.00	2,257.00
10/25/2022 0000365		CLALLAM COUNTY SUPERIOF	CCSCA 9-27-22	9/27/2022	CD/MH - DRUG COURT - JULY	34,681.67	34,681.67
10/25/2022 0000333		CLALLAM COUNTY SUPERIOF	CCC-TCS Q3 2C	10/7/2022	CD/MH - THERAPEUTIC COUI	287.54	287.54
10/25/2022 0000937		LUTHERAN COMMUNITY SER	113232223LCSN	9/21/2022	CD/MH - HEALTHY FAMILIES -	2,306.24	
			113232223LCSN	9/21/2022	CD/MH - CHILD CHECK - JULY	688.67	2,994.91
10/25/2022 0001209		PENINSULA BEHAVIORAL HEA	113232223PBHL	9/13/2022	CD/MH - ACCESS TO BH SER	10,123.86	10,123.86
10/25/2022 0030719		REFLECTIONS COUNSELING,	113232223RCSC	9/21/2022	CD/MH - CRISIS INTERVENTI	12,623.99	12,623.99
10/25/2022 0001433		SERENITY HOUSE OF CLALLA	113232223SHH/	9/29/2022	CD/MH - ADMINISTRATION OI	1,120.00	1,120.00
10/25/2022 0001763		WEST END OUTREACH	11323-22-23-WE	9/29/2022	CD/MH - LOW INCOME BEHA	2,735.00	2,735.00
10/25/2022 0000396		CONCERNED CITIZENS	11331-21-CONC	9/30/2022	DDD-TRAINING SEPTEMBER	3,500.00	3,500.00
Sub total for U S BANK:							110,188.27

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10/25/2022 0000546		EXPRESS SERVICES, INC	28008692	10/13/2022	INVOICE 28008692	479.57	479.57
10/25/2022 0001297		PUBLIC SAFETY TESTING INC	PSTAC22-80	10/13/2022	PATROL SGT ASSESSMENT C	8,787.60	
			2022-765	10/13/2022	INVOICE 2022-765	817.00	9,604.60
10/25/2022 0020849		U S BANK	5387	10/13/2022	JBLM MILITARY JOB FAIR	874.58	
			75263	10/13/2022	PAYROLL TRNG - ELEANOR F	219.00	
			WAPRO FALL 2	10/13/2022	JESSE MAJOR FALL WAPRO	200.00	
			68771852	10/13/2022	INVOICE 68771852	163.20	
			437154466	10/13/2022	ORDER 437154466	75.00	
			114-3535229-41	10/13/2022	114-3535229-4176268	62.65	
			112-4059917-79	10/13/2022	112-4059917-7921831	49.77	
			284120618	10/13/2022	284120618	30.95	
			284121793	10/13/2022	284121793	19.95	
			283490233	10/13/2022	283490233	14.95	
			284121792	10/13/2022	28421792	14.95	1,725.00
10/25/2022 0025324		CEDAR GROVE COUNSELING	16302	10/13/2022	INVOICE 16302	250.00	250.00
10/25/2022 0035753		LOOMIS ARMORED US, LLC	13097282	10/13/2022	INVOICE 13097282	888.61	888.61
Sub total for U S BANK:							12,947.78

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022 0000289		CDW GOVERNMENT, INC.	DD82720	10/13/2022	HHS20220809 - IPADS	3,783.43	
			SE2203697	10/13/2022	IT20221012A - O365 PRO SVC	629.70	
			DD23291	10/13/2022	HHS20220809 - IPAD COVER	349.31	4,762.44
10/25/2022 0004211		CENTURYLINK	3604172850-101	10/13/2022	DID ROLLOVER PRI	430.52	430.52
10/25/2022 0020849		U S BANK	7957243733	10/13/2022	IT20221012 - LINKED-IN / LYN	299.88	
			114-2329999-21	10/13/2022	IT202209090A - FAX T.VANOV	241.84	
			114-0125982-89	10/13/2022	IT20220915B - CHAIRS	206.25	
			4641269821	10/13/2022	IT20220908A - DOCK	189.62	
			B1-399018875	10/13/2022	SHER20221012 - CLALLAM B/	164.97	
			114-9013347-69	10/13/2022	IT20220915B - CHAIR LUMBAI	135.04	
			114-1511713-19	10/13/2022	IT20220920 - OFC SUPPLY	65.07	
			114-4741099-27	10/13/2022	IT20220909 - OFC SUPPLIES	62.52	
			114-3846442-82	10/13/2022	SUPC20220823A - SCREEN PI	60.28	
			114-0652457-35	10/13/2022	IT20220920 - OFC SUPPLY	57.51	
			114-3844422-82	10/13/2022	SUPC20220823A - SCREEN PI	30.14	
			114-4006866-23	10/13/2022	IT20220909 - OFC SUPPLIES	18.48	
			IT20220915B	10/13/2022	REFUND - CHAIR SUPPORT	-95.29	
			1861814206-X	10/13/2022	MOVAVI - SUBSCRIPTION REI	-734.18	702.13
10/25/2022 0036517		GRANICUS INC	142026	10/13/2022	IT20220127A - GRANICUS ENI	8,331.57	8,331.57
10/25/2022 0045293		LUMEN	612059584	10/13/2022	LEVEL 3 COMM	1,226.42	1,226.42
Sub total for U S BANK:							15,453.08

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022	0000270	CAPTAIN TS	42316	10/7/2022	UNIFORMS & CLOTHING	76.25	76.25
10/25/2022	0000815	JIM'S PHARMACY	549756	10/6/2022	MED SUPPLIES	10.00	10.00
10/25/2022	0003431	HI-TECH SECURITY, INC.	67582	9/30/2022	CAP MINOR EQUIP	892.16	892.16
10/25/2022	0017787	DAIRY FRESH FARMS INC	8182227910	10/6/2022	DET FOOD	33.32	33.32
10/25/2022	0020849	U S BANK	248077	9/23/2022	TRVL BUS-LAKESIDE LODGE	320.55	
			037639	9/20/2022	DET FOOD & SUPPLIES-COS	284.33	
			030551	9/12/2022	DET SUPPLIES-WALMART	260.11	
			115366	10/1/2022	SOFTWARE LICENSE-RELIAT	217.60	
			65923006	10/3/2022	REGISTRATION-WA STATE PI	200.00	
			3599	10/1/2022	SOFTWARE LICENSE-CASA M	180.00	
			R7CL9KDBB278	10/5/2022	SOFTWARE LICENSE-CONST	122.99	
			836396133	10/3/2022	TRVL TRNG-COMFORT SUITE	110.39	
			094864	9/12/2022	TRVL BUS-CRESCENT MARK	58.50	
			00021781	10/4/2022	DET FOOD-SAFEWAY	58.23	
			00045998	9/14/2022	TRVL BUS-SAFEWAY SILVERI	47.00	
			9014865	9/22/2022	TRVL BUS-LAKESIDE CONVE	40.85	
			014641	9/20/2022	DET FOOD & SUPPLIES-WALI	39.04	
			040777	9/20/2022	DET FOOD-FRANZ	34.98	
			476468S185	10/1/2022	PRO SVCS-LEMAY MOBILE SI	21.05	
			066277	9/10/2022	REGISTRATION-FOOD HANDI	10.00	
			004070-CR	9/8/2022	DET SUPPLIES-COSTCO	-13.06	1,992.56
10/25/2022	0039632	COLE, MILTON	93022MC	10/1/2022	CAP VOL-MILEAGE	81.25	81.25
10/25/2022	0039847	LUQUETTA-COLE, MERCY	93022MLC	9/30/2022	CAP VOL-MILEAGE	149.38	149.38
10/25/2022	0040427	NORPOINT GROUP LLC	1271 NPG	9/26/2022	PRO SVCS	690.00	
			1269 NPG	9/20/2022	PRO SVCS	483.00	1,173.00
10/25/2022	0041605	HOME DEPOT PRO	709614556	9/29/2022	DET SUPPLIES	569.80	569.80
10/25/2022	0042303	LEE, TREVOR	10322TL	10/3/2022	TRVL/TRNG-REIMB	73.75	73.75
10/25/2022	0042355	BRILEY, JUDITH	93022JB	9/30/2022	CAP VOL-MILEAGE	77.50	77.50
10/25/2022	0046885	BEALL, CHARLES	93022CB	9/30/2022	CAP VOL-MILEAGE	375.63	
			83122CB	9/30/2022	CAP VOL-MILEAGE	190.00	565.63
Sub total for U S BANK:							5,694.60

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10/25/2022	0001764	WEST PAYMENT CENTER, TH	847193418	10/12/2022	WASHINGTON COURT RULES	609.27	609.27
Sub total for U S BANK:							609.27

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	10/25/2022	0001410	SCUBA SUPPLIES	101022	10/13/2022 DIVER OVERSIGHT 9/27, 10/5	1,468.80	1,468.80
	10/25/2022	0020849	U S BANK	605416	10/13/2022 RDS = 101.54, PIN FLAGS FOI	101.54	101.54
	10/25/2022	0047564	ARESTIL	101122	10/13/2022 EURASIAN MILFOIL CONTRO	4,072.50	4,072.50
Sub total for U S BANK:							5,642.84

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10/25/2022	0000091	ANGELES MILLWORK & LUMB	318940	10/13/2022	2209UP CB BRIDGE PRSSR T	568.88	
			319059	10/13/2022	2209UP CB BRIDGE DECK SC	159.58	
			319236	10/13/2022	2209UP CB BRIDGE PRESSUI	59.95	
			318210	10/13/2022	SMPK DUCT TAPE WASHER E	33.67	822.08
10/25/2022	0000359	CLALLAM COUNTY PUBLIC W	1480 9/22	10/13/2022	CB SEPT SEWER	141.69	141.69
10/25/2022	0000677	GRAINGER INC	9471752106	10/13/2022	VET MINI TANK WATER HEAT	304.14	304.14
10/25/2022	0000714	HARTNAGEL BLDG SUPPLY IN	424335	10/13/2022	2209UP CB BRIDGE 2X4 10'	1,173.66	
			843446	10/13/2022	2209UP CBBRIDGE PRSSR TI	391.22	1,564.88
10/25/2022	0001252	PORT ANGELES, CITY OF	63871-98716 9/2	10/13/2022	CH SEPT UTIL & GARBAGE	16,427.49	
			63871-147906 9/	10/13/2022	CH SEPT UTIL	3,935.86	
			60327-89776 9/2	10/13/2022	3RD SEPT UTIL & GARBAGE	676.47	21,039.82
10/25/2022	0001252	PORT ANGELES, CITY OF	77740	10/13/2022	2022 FAIR LAW ENFORCEME	1,091.07	1,091.07
10/25/2022	0001253	PORT ANGELES SOLID WAST	1077958	10/13/2022	CH DUMP FEE	42.68	
			1078563	10/13/2022	CH DUMP FEE	8.19	
			1076744	10/13/2022	CH DUMPFEE	5.00	55.87
10/25/2022	0001300	PUBLIC UTILITY DISTRICT	22216 9/22	10/13/2022	CDJ SEPT ELECT	391.06	
			22650 9/22	10/13/2022	CB SEPT ELECT & WATER	267.20	
			57419 9/22	10/13/2022	DL SEPT ELECT	94.48	
			13424 9/22	10/13/2022	FWB SEPT ELECT	58.22	
			54219 9/22	10/13/2022	SMPK LK PLSNT UNMETEREI	14.06	
			126922 9/22	10/13/2022	SMPK LK PLSNT UNMETEREI	14.06	839.08
10/25/2022	0001540	SWAIN'S GENERAL STORE IN	304730	10/13/2022	2210UP JUV SEC FENC CLAV	9.94	9.94
10/25/2022	0001576	THURMAN SUPPLY	827577	10/13/2022	2210UP JUV SEC FENCE PVC	14.12	14.12
10/25/2022	0020849	U S BANK	Amaz9547465	10/13/2022	2205FAC SEC ACS CNTRL MII	584.37	
			amaz 2745006	10/13/2022	CH CAUTION DOOR SWING F	236.63	
			Viasat A5240667	10/13/2022	CDJ SATELLITE INTERNET	96.19	
			amaz 3106635	10/13/2022	ADM HVY DUTY 3HOLE PUNC	75.14	
			Viasat A5103094	10/13/2022	SC SATELLITE INTERNET	71.18	
			amaz 4595462	10/13/2022	CH NO PUBLIC ACCESS SIGN	42.52	
			amaz 6053056	10/13/2022	ADM BULLETIN BOARD	10.87	
			CocaCola	10/13/2022	FG 2022 FAIR COCA COLA PR	-0.01	1,116.89
10/25/2022	0028699	SOUND PUBLISHING INC	8076241	10/13/2022	2022 FAIR SOUND & SUMMIT	460.00	460.00
10/25/2022	0030587	B&H PHOTO VIDEO	206383312	10/13/2022	2205FAC CH ACCS CNTRL ZE	282.33	282.33
10/25/2022	0033207	HUNT ENGINEERING SERVICI	8331	10/13/2022	2009FAC CH VAV BID & CONS	16,973.22	16,973.22

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022 0037225		JACKSON, DALE	817-21-02 9/22	10/13/2022	2006FAC EOC RELOCATE PR	3,727.50	3,727.50
10/25/2022 0041605		HOME DEPOT PRO	703472266	10/13/2022	CH MOTOR VAC ON.OFF SWI	163.22	
			709388466	10/13/2022	CH MULTIFOLD TOWEL	32.77	195.99
10/25/2022 0041765		CALL LUKE LLC	2702	10/13/2022	JUV FLEA SPRAY OUTSIDE P	816.00	816.00
10/25/2022 0041995		CASCADIA WATER LLC	3401 8-9/22	10/13/2022	DRA AUG SEPT WATER	810.50	810.50
10/25/2022 0045750		JUSTICE SYSTEMS CORPOR/2022-9-2		10/13/2022	2011FAC JAIL CNTRL BRD F9	2,919.80	2,919.80
Sub total for U S BANK:							53,184.92

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10/25/2022	0000546	EXPRESS SERVICES, INC	27969045	10/13/2022	EXPRESS SERVICES	1,189.26	1,189.26
10/25/2022	0000890	LANGUAGE LINE SERVICES, I	110645566	10/13/2022	LANGUAGE LINE	30.66	30.66
10/25/2022	0020849	U S BANK	846948108	10/13/2022	WESTLAW	3,502.01	
			RCSZSKNXPY	10/13/2022	HOTEL/AIRBNB FOR VICTIM	2,085.31	
			141Q 10/13/22	10/13/2022	HOTEL FOR VICTIM/WITNES	438.76	
			847039356	10/13/2022	WESTLAW	430.08	
			21268118	10/13/2022	CORONER SUPPLIES	359.03	
			7580226	10/13/2022	OFFICE SUPPLIES	349.91	
			86673703	10/13/2022	PATRICK MURPHY HOTEL	312.00	
			47369397-1	10/13/2022	HOTEL FOR TOM GARVEY	312.00	
			9177021	10/13/2022	OFFICE SUPPLIES	203.76	
			1030	10/13/2022	CORONER SUPPLIES	187.60	
			7457062	10/13/2022	OFFICE SUPPLIES	99.02	
			101375177	10/13/2022	CORONER SUPPLIES	98.06	
			21616	10/13/2022	CORONER SUPPLIES	92.14	
			9885069	10/13/2022	OFFICE SUPPLIES	77.97	
			21427	10/13/2022	CORONER SUPPLIES	72.92	
			5704262	10/13/2022	OFFICE SUPPLIES	65.48	
			2755172	10/13/2022	CORONER SUPPLIES	64.65	
			0313014	10/13/2022	OFFICE SUPPLIES	55.37	
			5760268	10/13/2022	OFFICE SUPPLIES	54.38	
			4235424	10/13/2022	OFFICE SUPPLIES	47.73	
			2057841	10/13/2022	OFFICE SUPPLIES	46.74	
			1588043	10/13/2022	LEMAY SHREDDING	28.14	
			1588042	10/13/2022	LEMAY SHREDDING	28.14	
			7985068	10/13/2022	OFFICE SUPPLIES	26.10	
			4129855	10/13/2022	OFFICE SUPPLIES	12.94	
			4410634	10/13/2022	OFFICE SUPPLIES	10.43	9,060.67
10/25/2022	0024413	OLYMPIC PROCESS SERVICE	4374	10/13/2022	PROCESS SERVER	330.00	330.00
10/25/2022	0041814	MURPHY, PATRICK	MURPHY10/13/2	10/13/2022	TRAINING REIMBURSEMENT	294.25	294.25
10/25/2022	0047260	SOUTHLAND MEDICAL LLC	VWI000721	10/13/2022	CORONER SUPPLIES	74.95	74.95
Sub total for U S BANK:							10,979.79

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022	0000099	A-1 AUTO PARTS	1403093	10/5/2022	Fuel hose, shrink kit...-SQ 123	65.23	65.23
10/25/2022	0000377	PACWEST MACHINERY LLC	20357093	8/17/2022	Hose Assy, 8x20, 6x18 - PA 106	293.36	293.36
10/25/2022	0000594	DECKER CITY HARDWARE, TI	736652	10/6/2022	Propane - LC 831	25.01	25.01
10/25/2022	0000677	GRAINGER INC	9462325441	9/29/2022	Opnend Wrnc, Strt, steel - PA 9	12.52	12.52
10/25/2022	0000848	PAPE KENWORTH NORTHWE	11466855	9/15/2022	Coolant - LC Stores	71.87	
			11505409	10/6/2022	SA48S Mirror-4x - PA 206	40.78	112.65
10/25/2022	0001252	PORT ANGELES, CITY OF	52934/4358 102	10/3/2022	Utility charges - PA	2,186.61	2,186.61
10/25/2022	0001255	PRICE FORD LINCOLN MERC	5045481	10/12/2022	Sensors, tube asy, converter as	2,197.90	
			5045512	10/13/2022	Exhaust manifold - PA S329	1,122.38	
			5045477	10/11/2022	Battery, 800-C BAGMs - PA S3	234.87	
			5045372	10/6/2022	Oil - PA Stores	107.04	
			5045440	10/10/2022	Oil, auto. trans - PA S346	98.39	
			5045511	10/13/2022	Remote control sy - PA S340	86.97	
			5045508	10/13/2022	Hose-heater water - PS S346	79.91	3,927.46
10/25/2022	0001300	PUBLIC UTILITY DISTRICT	22716/100322	10/3/2022	Elect. utility chg, 384 Frontier-C	94.52	94.52
10/25/2022	0001364	CLALLAM CO RISK MANAGEM	2NDHALF2022E	10/14/2022	2nd Half 2022 ERR	191,590.70	191,590.70
10/25/2022	0001405	LES SCHWAB TIRE CENTERS	38000756408	10/12/2022	LT285/75R-16/10 tires - PA 698	325.10	325.10
10/25/2022	0001551	TACOMA SCREW PRODUCTS	140056396-00	10/5/2022	Heavy duty step reamer set - LC	237.19	
			140057522-00	10/6/2022	14" & 9" Circ saw blades - SQ	142.95	
			140057930-00	10/5/2022	Hex cap screws, washers - LC	55.63	
			140057382-00	10/4/2022	Head plow bolts - SQ	52.57	
			140056393-01	10/4/2022	Metric hex cap screws, zinc - S	8.22	496.56
10/25/2022	0001641	VERIZON WIRELESS	9916460607-503	9/22/2022	PA Sign Shop Laptop line - PA	80.02	80.02

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10/25/2022 0001781		WHITEHEADS AUTO PARTS IN	238966	10/11/2022	2 bolt flange bearings - LC 440	958.92	
			237838	9/28/2022	Hyd Hose & Head fittings/nuts -	112.62	
			237637	9/26/2022	Brakleen - LC	104.00	
			237811	9/28/2022	FHP powerated belt - LC 452	94.91	
			238321	10/4/2022	Fuel filters - LC 698	94.09	
			238199	10/3/2022	6MXTXReel, hyd. hose fittings-l	81.97	
			237881	9/29/2022	Nitrile gloves, Surf cond. DSC -	52.11	
			238526	10/6/2022	Heat shrink tubing, rosin solder-	45.21	
			238412	10/5/2022	Pinch-off pliers - LC 108	33.75	
			237626	9/26/2022	7 pcs 1 2 mm hs ski - lc 108	33.34	
			237890	9/29/2022	Fittings, gr. fittings, box - LC 10	30.33	
			237812	9/28/2022	Repel wiper blades 22 - LC 178	30.02	
			238874	10/10/2022	Repel wiper blades - LC 108	27.26	
			238967	10/11/2022	Fuel filter - LC 20-BILL, CBS1	26.87	
			237578	9/26/2022	GR8 bolts - LC 617	15.31	
			238461	10/5/2022	Hydraulic filter - LC 617	11.89	
			237292	9/22/2022	Fuel injections hoses - LC 617	10.08	
			238862	10/10/2022	Loom - LC 617	4.16	
			238547	10/6/2022	Steel wool coarse - LC 617	3.76	1,770.60
10/25/2022 0004211		CENTURYLINK	4766812B/10052	10/5/2022	Phone service 812B - CH 20-FI	93.15	93.15
10/25/2022 0017663		ARAMARK UNIFORM SVCS IN	5120103122	10/11/2022	Laundry services - PA	17.20	17.20

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	10/25/2022	0020849	U S BANK				
			9776-5209129	10/4/2022	Lynn Ind: RIV lever valve w/h -	469.16	
			1968-2817451	10/4/2022	Great Plains Ind.: M-150S-PO -	423.22	
			1968199974803	9/30/2022	Hatton Marine: Piston & ring - P	332.50	
			1968-0811748-IN	10/3/2022	Nelson Tr: Mobile, SHC 636, 1/5	314.30	
			9221-4056229	9/19/2022	Pink Pigggy: filter elements - PA	289.80	
			9221-3382660	9/19/2022	Landskp Supply: Air filters - PA	205.71	
			7844-3044034-E	8/13/2022	Heartsmart: First Aid - LC 20-B	189.31	
			9221-8873819	9/8/2022	David's: Lithium-ion batteries-S	130.31	
			9221-6237062-1	9/19/2022	Bolewin: Fuel filter elements - P	125.70	
			9221-6237062-2	9/19/2022	Bolewin: Fuel filter elements - P	125.70	
			9221-098454	9/19/2022	Office Depot: Lam.pch, ink - SC	79.33	
			1968-16788594-	10/3/2022	Motosport: Jug/hose combo ; ca	67.63	
			1968-008774	9/29/2022	Cain's: Camshaft sensor - CB	65.15	
			1968-16788594-	10/3/2022	Motosport: Jug/hose combo - P	41.88	
			1968-16788594-	10/3/2022	Motosport: Jug/hose combo - P	41.88	
			1968200023182	10/5/2022	Hatton Marine: Exh. valve guide	39.43	
			9221-9516527	9/15/2022	H.Depot: Spring links - SQ 401	35.84	
			1968-1867431	9/21/2022	Amzn/Deals: Hands-free /calling	32.62	
			9221-9523975	10/5/2022	H.Depot: 2x12-8ft Pt Gc Const-	26.11	
			9221-8189048	10/4/2022	Amazon: Air fresheners - SQ	21.13	
			1968-3076261	9/26/2022	Amzn: LiCB: lithium batteries-P	13.04	
			9221-5610127	9/19/2022	H.Depot: 60W A19 dim - SQ 20	11.96	3,081.71
10/25/2022	0021386	STAPLES ADVANTAGE	3520131035	10/6/2022	Tissue, Label maker tape - PA	38.91	38.91
10/25/2022	0022435	RACE STREET AUTO PARTS	604909	10/10/2022	Shock absorbers - OESpectrum	180.17	
			604505	10/6/2022	Air & fuel filters - PA Stores	128.95	
			604898	10/10/2022	Air filter - PA CDP3	63.55	
			604955	10/10/2022	Sway bar links - PA 16	42.56	
			604547	10/6/2022	Wiper blades - PA 139	27.98	
			605199	10/12/2022	Serpentine belt - PA S340	21.63	
			604951	10/10/2022	Oil filters - PA Stores	17.40	
			604896	10/10/2022	Bat bolts - PA 836	16.29	498.53
10/25/2022	0025256	FIRE CHIEF EQUIPMENT CO.,	910682	9/20/2022	Fire extinguishers - LC Stores	181.09	181.09
10/25/2022	0042561	ALL BATTERY SALES & SERVI	22073326	10/11/2022	31-MHD batteries - PA Stores	426.33	426.33
10/25/2022	0043469	PETROCARD	221587-IN	10/6/2022	Bulk oil: 15w40, Spyrax S4 TXM	1,702.53	
			465486-IN	10/12/2022	Bulk oil: 5w30 - PA	705.11	2,407.64

Sub total for U S BANK: 207,724.90

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Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022	0000091	ANGELES MILLWORK & LUMB	319303	10/10/2022	MAINTENANCE SUPPLIES - P	196.33	196.33
10/25/2022	0000196	BILLS PLUMBING & SANIKAN	IS3654813	10/1/2022	10/22~11/22 ELWHA KIOSK SA	260.00	260.00
10/25/2022	0000225	BRABER EQUIPMENT LTD	3013974	10/4/2022	MAINTENANCE SUPPLIES - S	177.56	177.56
10/25/2022	0000546	EXPRESS SERVICES, INC	27969024-10101	10/5/2022	09/26/22~10/02/22 ROADS	5,990.05	5,990.05
10/25/2022	0000677	GRAINGER INC	9472886358	10/10/2022	MAINTENANCE SUPPLIES - L	370.17	370.17
10/25/2022	0000885	LAKESIDE INDUSTRIES, INC	208446	8/27/2022	HMA COMM, TACK - LC	17,187.08	
			208447	8/27/2022	HMA COMM - PA	5,182.73	
			213312	10/8/2022	EZ STREET ASPHALT - SQ	1,644.08	
			213311	10/8/2022	HMA FOR 10-C&JEXC ACCIDE	471.58	
			208448	8/27/2022	EZ STREET ASPHALT - SQ	273.22	24,758.69
10/25/2022	0001156	OLYPEN INC	221013-0106	10/13/2022	10/22 SQ SHOP CONNECTION	168.85	
			221011-0013	10/11/2022	10/22~11/22 MLS, OLS	40.50	209.35
10/25/2022	0001253	PORT ANGELES SOLID WAST	1074386	10/7/2022	DUMP FEES - LITTER PICKUP	42.68	42.68
10/25/2022	0001300	PUBLIC UTILITY DISTRICT	30702-100522	10/5/2022	08/30/22~10/02/22 66 LOWER	53.56	53.56
10/25/2022	0001364	CLALLAM CO RISK MANAGEM	RISKINS222-10	10/1/2022	2022 RISK INSURANCE - 2ND	348,222.39	348,222.39
10/25/2022	0001551	TACOMA SCREW PRODUCTS	140057516-00	10/5/2022	MAINTENANCE SUPPLIES - S	144.81	
			14004727-01	10/4/2022	MAINTENANCE SUPPLIES - S	47.49	192.30
10/25/2022	0001614	UNITED STATES DOSIMETRY	03398	9/30/2022	2022 Q3 BADGES AND REPOI	445.89	445.89
10/25/2022	0001740	WSU EXTENSION OF CLALLA	LM82022	10/10/2022	08/22 LAUREL MOULTON	4,876.91	
			EM922	10/10/2022	09/22 ERIN MARTIN	4,229.63	
			HK010.10.22	10/10/2022	09/22 HUNTER KAWIE	3,042.38	
			DT0922	10/10/2022	09/22 DANIEL TYE	2,802.93	14,951.85
10/25/2022	0004211	CENTURYLINK	6812667-100722	10/7/2022	360-681-2667 726B	193.50	193.50
10/25/2022	0017663	ARAMARK UNIFORM SVCS IN	5120103123	10/11/2022	LAUNDRY SERVICE - PA	16.32	16.32

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022	0020849	U S BANK	9221-239301	9/7/2022	ZIP'S.COM - SQ MAINT SUPPI	1,053.69	
			3953-163001	9/7/2022	WA STATE PARKS - 00-2004 P	912.00	
			9221-1267428	10/5/2022	AMAZON - SQ MAINT SUPPLI	345.12	
			1968-9939462	9/27/2022	AMAZON - LC MAINT SUPPLIE	267.11	
			3953-98131	9/6/2022	WCI*MURREYS - DPRA GARB	260.04	
			1968-0185047	10/5/2022	AMAZON - LC MAINT SUPPLIE	252.44	
			3953-NICHOLS1	9/14/2022	HOLIDAY INN - NICHOLS LOD	221.50	
			3953-WRIGHT1	9/14/2022	HOLIDAY INN- WRIGHT LODG	221.50	
			9221-2966636	9/8/2022	AMAZON - SQ MAINT SUPPLI	153.12	
			3953-1356-10/22	9/6/2022	CENTURYLINK - 300561356	128.88	
			9221-101269	9/29/2022	SQ VALLEY AIRPORT - SQ MA	96.24	
			1968-5709010	10/4/2022	AMAZON - PA MAINT SUPPLIE	90.30	
			8427-NG8YZ5	10/5/2022	GORMLEY FINGERPRINTS	86.50	
			9221-040687	9/15/2022	OFFICE DEPOT - SQ MAINT S	80.05	
			8427-018652	9/13/2022	TRAVEL EXPENSE - PA MAIN	75.00	
			9221-7140670	9/27/2022	HOME DEPOT - SQ MAINT SL	70.65	
			9221-7621635	9/7/2022	HOME DEPOT - SQ MAINT SL	68.99	
			1968-4890656	9/16/2022	AMAZON - PA MAINT SUPPLIE	66.06	
			9221-5622950	9/19/2022	HOME DEPOT - SQ MAINT SL	59.09	
			1968-8153829	9/23/2022	AMAZON - PA MAINT SUPPLIE	58.79	
			9221-4522222	9/20/2022	HOME DEPOT - SQ MAINT SL	58.63	
			3953-7769835	9/7/2022	AMAZON - HEADSETS FOR E	52.20	
			1968-8183454	10/5/2022	AMAZON - PA MAINT SUPPLIE	47.53	
			8427-1274300	9/14/2022	TRAVEL EXPENSE - PA MAIN	46.03	
			9221-1617124	9/13/2022	HOME DEPOT - SQ MAINT SL	45.43	
			9221-2516161	9/12/2022	HOME DEPOT - SQ MAINT SL	36.87	
			7844-7491450	9/6/2022	AMAZON - SURVEY CREW SL	30.13	
			9221-078507	9/22/2022	HARBOR FREIGHT - SQ MAIN	29.62	
			7844-3597060	9/29/2022	AMAZON - DPRA SUPPLIES	23.88	
			9221-043334	9/6/2022	WALMART - SQ MAINT SUPPI	19.54	
			3953-PRIME-10/2	10/5/2022	AMAZON PRIME - 10/22 SHIP	16.31	
			9221-2516178	9/12/2022	HOME DEPOT - SQ MAINT SL	13.01	
			9221-7621652	9/7/2022	HOME DEPOT - SQ MAINT SL	9.54	
			3953-0924210	9/6/2022	AMAZON - RIGHT OF WAY SL	8.62	
			3953-URI CRED	9/30/2022	CREDIT NOT TAKEN IN AUGU	-130.38	4,874.03

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022 0020849		U S BANK	3953-0791-10/22	9/6/2022	CENTURYLINK - 300510791	340.38	
			1968-AUGDUP	8/31/2022	AMAZON - DUPLICATE	-8.67	331.71
10/25/2022 0021386		STAPLES ADVANTAGE	3520131035-101	10/6/2022	MAINTENANCE SUPPLIES - P	7.95	7.95
10/25/2022 0030069		GOOD2GO!	47985092	9/12/2022	BRIDGE TOLL - LC TRAINING	7.25	
			47985136	9/12/2022	BRIDGE TOLL - SQ TRAINING	7.25	14.50
10/25/2022 0036337		NORTHWEST AUTOMOTIVE	S00731103	10/6/2022	MAINTENANCE SUPPLIES - P	748.76	748.76
10/25/2022 0037242		HORN, DUSTIN	11199224	10/14/2022	CDL PHYSICAL REIMBURSEM	175.00	175.00
10/25/2022 0044360		OSW EQUIPMENT AND REPAIR	522534	10/12/2022	MAINTENANCE SUPPLIES - S	1,101.80	1,101.80
Sub total for U S BANK:							403,334.39

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022 0001364		CLALLAM CO RISK MANAGEM	22RISKIN2-414C	10/1/2022	2022 2ND HALF RISK INSURA	8,464.04	8,464.04
10/25/2022 0000546		EXPRESS SERVICES, INC	27969024-41401	10/5/2022	09/26/22~10/02/22 WWTP	336.60	336.60
10/25/2022 0000677		GRAINGER INC	9454701872	9/22/2022	MAINTENANCE SUPPLIES - V	137.86	137.86
10/25/2022 0001300		PUBLIC UTILITY DISTRICT	22718-100322	10/3/2022	08/30/22~09/28/22 410 FRONT	721.72	
			22602-100322	10/3/2022	08/30/22~09/28/22 BOGACHIE	213.56	935.28
10/25/2022 0020849		U S BANK	3953-1116-10/22	9/6/2022	CENTURYLINK - 300561116	244.74	244.74
10/25/2022 0001364		CLALLAM CO RISK MANAGEM	22RISKIN2-424C	10/1/2022	2022 2ND HALF RISK INSURA	5,270.06	5,270.06
10/25/2022 0001426		SEQUIM, CITY OF	4405.0.0922 BS	8/31/2022	09/22 REGIONAL SEWER BAS	2,312.00	
			4405.0.0922 US	9/30/2022	09/22 REGIONAL SEWER USA	861.29	3,173.29
10/25/2022 0000348		CLALLAM COUNTY DEPT OF,	22-0413	10/5/2022	WATER TESTING - BBWA	83.00	83.00
10/25/2022 0000546		EXPRESS SERVICES, INC	27969024-43401	10/5/2022	09/26/22~10/02/22 BBWA	563.34	563.34
Sub total for U S BANK:							19,208.21

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022	0000087	ANGELES ELECTRIC INC	19057	9/30/2022	SERVICE AT JAIL BIKE OUTLE	1,060.55	1,060.55
10/25/2022	0000159	BOB BARKER CO INC	#INV1819037	9/26/2022	INMATE COMMISSARY ITEMS	355.62	355.62
10/25/2022	0000179	BEERS, RICHARD B	Nov 2022	10/13/2022	RENTAL AGREEMENT	525.00	525.00
10/25/2022	0000268	WAVE BUSINESS	1032293-02-Oct2	10/1/2022	CABLE - INMATES	333.62	
			1032290-02-Oct2	10/1/2022	INTERNET - CCSO & JAIL	286.32	
			1240306-01-Oct2	10/1/2022	INTERNET - SAR & OPSCAN	132.07	752.01
10/25/2022	0000270	CAPTAIN TS	42236	10/1/2022	GRAPHICS ON ACADEMY CLC	45.78	45.78
10/25/2022	0000351	OLYMPIC PENINSULA, HUMAN	4th Qtr 2022	10/13/2022	SHELTERING CONTRACT	26,000.00	26,000.00
10/25/2022	0000354	CLALLAM COUNTY SEWER DI	1481-Oct22	10/10/2022	CLALLAM BAY/SEKIU SEWER	56.50	56.50
10/25/2022	0000360	CLALLAM COUNTY ER&R	2022.2012E	10/13/2022	MILEAGE 8/16/22 - 9/15/22	46,106.70	46,106.70
10/25/2022	0000462	DELL MARKETING L.P.	10617485689	9/26/2022	DELL PRO WIRELESS KEYBC	3,767.94	3,767.94
10/25/2022	0000593	FORKS, CITY OF	2407	10/5/2022	PRISONER BOARD BILL SEF	3,410.00	3,410.00
10/25/2022	0000918	LINCOLN STREET STATION	Account1-Oct22	10/6/2022	SHIPPING CHARGES	300.69	300.69
10/25/2022	0001022	MOTOROLA SOLUTIONS, INC	8281351353	2/26/2022	SIX APX6500 (3)UHF AND (3)v	28,788.94	
			8281416838	7/13/2022	TWO APX8500 ALL BAND MP	13,073.50	41,862.44
10/25/2022	0001148	OLYMPIC SPRINGS INC	351534	9/7/2022	WATER	165.54	
			351873	9/21/2022	WATER	155.80	
			352155	9/30/2022	WATER COOLER RENTAL	43.30	364.64
10/25/2022	0001298	PUBLIC UTILITY DISTRICT NO	14741000-Oct22	10/4/2022	UTILITIES - OPSCAN TOWER	76.60	76.60
10/25/2022	0001300	PUBLIC UTILITY DISTRICT	22794-Oct22	10/3/2022	UTILITIES - FRONTIER #1 08	79.32	
			96237-Oct22	10/3/2022	UTILITIES - FRONTIER #2 08	52.00	
			65837-Oct22	10/3/2022	HOOKUP AT MORSE CREEK	50.31	181.63
10/25/2022	0001426	SEQUIM, CITY OF	Nov 2022	10/13/2022	LEASE AGREEMENT	1,100.00	1,100.00
10/25/2022	0001734	WA ST PATROL	I23001881	10/4/2022	BACKGROUND CHECKS	477.00	477.00
10/25/2022	0001767	WEST WASTE & RECYCLING	0000260726	9/30/2022	GARBAGE DISPOSAL - SLIP F	72.00	72.00
10/25/2022	0004211	CENTURYLINK	360-417-5383-O	10/2/2022	INTERNET CONNECTION 10	65.00	65.00
10/25/2022	0020862	GERMAN, NANCY	Nov 2022	10/13/2022	LEASE AGREEMENT	2,274.43	2,274.43
10/25/2022	0021011	KEEGAN, JOHN	101122	10/11/2022	MILEAGE - RECRUITMENT AT	146.25	146.25
10/25/2022	0021606	WATCH SYSTEMS LLC	54987	10/3/2022	RENEWAL OF ANNUAL OFFEI	1,163.97	1,163.97
10/25/2022	0024819	QUILEUTE TRIBE	Nov 2022	10/13/2022	LEASE AGREEMENT	1,200.00	1,200.00
10/25/2022	0037247	HAIR BY NICOLE	101122	10/11/2022	INMATE HAIRCUTS	220.00	220.00
10/25/2022	0038152	BRIARWOOD PRODUCTS LCC	110642	9/28/2022	SHANK-FREE TOOLS & SUPP	1,427.55	1,427.55
10/25/2022	0041605	HOME DEPOT PRO	710595133	10/5/2022	JAIL SUPPLIES	654.83	654.83
10/25/2022	0044691	VERIZON CONNECT FLEET U	348000030664	10/3/2022	VEHICLE TRACKING SUBSCF	99.88	99.88

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022 0044927		TEGRIA SERVICES GROUP U	CT2499	10/4/2022	RECURING SUPPORT FEES C	2,114.43	2,114.43
10/25/2022 0046683		ODP BUSINESS SOLUTIONS,	12672281254001	10/2/2022	OFFICE SUPPLIES	343.16	
			270363446-001	10/12/2022	CREDIT MEMO - NEVER REC	-258.25	84.91
10/25/2022 0047517		GREGOIRE, KATHI	101022	10/10/2022	MILEAGE - ATTEND BLEA GR	156.25	156.25
10/25/2022 0047562		CITY OF BREMERTON	100622	10/6/2022	VEHICLE TOW SERVICE	1,180.22	1,180.22
Sub total for U S BANK:							137,302.82

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022	0001439	SHERIFFS ADVANCED TRAVE	5305	9/8/2022	JASON EARLS	1,237.58	
			5311	10/1/2022	SETH PARKER	333.00	
			5307	9/11/2022	BRIAN KNUTSON	103.50	
			5308	9/12/2022	JOSH POWLESS	59.00	
			5309	9/12/2022	LINDA JOHNSON	59.00	
			5310	9/12/2022	BRIAN KING	59.00	1,851.08
10/25/2022	0003503	KNUTSON, BRIAN	091222	9/12/2022	TRAVEL - RICHLAND	34.50	34.50
10/25/2022	0004033	CHASTAIN, ANNE	091922	9/19/2022	TRAVEL - SUQUAMISH RESO	126.50	126.50
10/25/2022	0014594	ORTH, SYLVIA	8739	10/16/2022	REFUND HER PAYMENT TO L	207.96	207.96
10/25/2022	0020849	U S BANK	0097-Oct22	10/6/2022	CI TECH,ACTION TARGETS,A	2,784.59	
			0037-Oct22	10/6/2022	AMAZON, GOODTOGO, ALAS	2,295.82	
			6730-Oct22	10/6/2022	AMAZON, CLEARWATER CAS	2,056.36	
			6528-Oct22	10/6/2022	PENN AWARDS, EVIDENT, CC	1,823.99	
			0945-Oct22	10/6/2022	AMAZON, QUALITY INNS OKA	1,746.93	
			4530-Oct22	10/6/2022	BLAUER, AMAZON	1,062.30	
			7275-Oct22	10/6/2022	HOLIDAY INN, WALMERT, SP	928.75	
			7400-Oct22	10/6/2022	SIMPLISAFE, AMAZON, CLEA	719.31	
			8739-Oct22	10/6/2022	GOOD2GO, CONOCO, TOTAL	157.91	
			4738-Oct22	10/6/2022	GOOD2GO, SHREES TRUCK	76.15	
			6236-Oct22	10/6/2022	RACE STREETAUTO PARTS,C	73.58	13,725.69
10/25/2022	0045809	CHORLEY, JUSTINE	091922	9/19/2022	TRAVEL - SUQUAMISH RESO	126.50	126.50
10/25/2022	0046112	EARLS, JASON	100322	10/3/2022	TRAVEL - BURIEN	310.25	
			091122	9/11/2022	TRAVEL - OKANOGAN COUN	17.17	327.42
10/25/2022	0046830	ROTHWEILER, THERESA	091922	9/19/2022	TRAVEL - SUQUAMISH RESO	44.25	44.25
Sub total for U S BANK:							16,443.90

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022 0001136		OLYMPIC MEDICAL CENTER	OMC 10.13.22	10/13/2022	INMATE MEDICAL	4,308.19	4,308.19
10/25/2022 0004826		OLYMPIC MEDICAL PHYSICIAN	71230220460	10/13/2022	INMATE MEDICAL	79.94	
			71230239790	10/13/2022	INMATE MEDICAL	78.78	
			71230220450	10/13/2022	INMATE MEDICAL	47.15	
			71229848441	10/13/2022	INMATE MEDICAL	27.84	
			71230180340	10/13/2022	INMATE MEDICAL	14.38	
			71230231110	10/13/2022	INMATE MEDICAL	14.38	262.47
10/25/2022 0017535		COST LESS SENIOR SERVICE	18765 Sept 2022	10/1/2022	INMATE MEDICINE	5,028.97	5,028.97
10/25/2022 0024978		CORRECTIONAL HEALTHCARE	INV0095494	8/1/2022	NURSING CONTRACT	34,582.68	
			INV0096863	9/1/2022	NURSING CONTRACT	34,582.68	
			INV0097825	10/3/2022	NURSING CONTRACT	34,582.68	103,748.04
10/25/2022 0025115		RADIA INC PS	z9z42ph	10/13/2022	INMATE MEDICAL	5.08	
			z9zemc5	10/13/2022	INMATE MEDICAL	5.08	
			z9z42p9	10/13/2022	INMATE MEDICAL	4.49	14.65
Sub total for U S BANK:							113,362.32

Treasurer

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022 0000023		ADVANCED TRAVEL	1022 PP KING	10/13/2022	KING PERS PROP TRAINING	430.00	430.00
10/25/2022 0000331		CLALLAM COUNTY AUDITOR	22-148278	10/13/2022	CURRENT USE REMOVAL RE	409.00	
			22-148359	10/13/2022	DFL RECORDING REMOVAL 2	204.50	613.50
10/25/2022 0020849		U S BANK	0922 WFOA WH	10/13/2022	WFOA CONFERENCE	667.50	
			0922 WFOA GO	10/13/2022	WFOA CONFERENCE	614.55	1,282.05
10/25/2022 0021407		MASTER'S TOUCH, LLC, THE	E84193	10/13/2022	DELINQ STATEMENT POSTAC	864.00	864.00
10/25/2022 0046683		ODP BUSINESS SOLUTIONS,	267621165001	10/13/2022	OFFICE SUPPLIES	30.62	
			267621102001	10/13/2022	OFFICE SUPPLIES	20.00	
			267621163001	10/13/2022	OFFICE SUPPLIES	8.69	59.31
10/25/2022 0047566		KING, DIANA	1022 PP KING	10/13/2022	PERS PROP TRAINING ELLEN	19.00	19.00
Sub total for U S BANK:							3,267.86

apChkLst
10/12/2022 4:00:00PM

Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/12/2022 0000268		WAVE BUSINESS	WAVE 10/12/22	10/12/2022	VET CENTER PHONE	79.97	79.97
10/12/2022 0001179		PACIFIC OFFICE EQUIPMENT	POE 10/12/22	10/12/2022	VET CENTER PRINTER	127.36	127.36
10/12/2022 0020849		U S BANK	HJ5467 10/12/22	10/12/2022	FOOD	150.00	
			MR0685 10/12/2	10/12/2022	FOOD	150.00	
			WG6056 10/12/2	10/12/2022	FOOD	150.00	
			KF9568 10/12/22	10/12/2022	FOOD	100.00	
			SE2510 10/12/22	10/12/2022	FUEL	100.00	650.00
10/12/2022 0030069		GOOD2GO!	G2G 10/12/22	10/12/2022	TOLL BRIDGE	7.25	7.25
10/12/2022 0042901		WA STATE DEPT OF VETERAN	NWVRC 10/12/2	10/12/2022	VET CORPS POSITION	3,000.00	3,000.00
Sub total for U S BANK:							3,864.58

apChkLst
10/19/2022 11:10:11AM

Final Check List
CLALLAM COUNTY

WSU Ext

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
10/25/2022	0000546	EXPRESS SERVICES, INC	28008700	10/12/2022	EXPRESS SERVICES	348.98	348.98
10/25/2022	0020849	U S BANK	MC10305029	10/13/2022	US BANK	219.79	219.79
10/25/2022	0045254	SLEDGEHAMMER MARKETIN(17		10/12/2022	SLEDGEHAMMER MARKETIN	1,620.00	1,620.00
Sub total for U S BANK:							2,188.77



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of October 17 – 21, 2022

1b
10/25/22

WORK SESSION – 9 a.m.

The work session convened at 9:00 a.m., Monday, October 17, 2022. Present were Commissioners Ozias, Johnson, and Peach and Administrator Sill.

Items of discussion per the agenda published September 1 were:

- Calendar/Correspondence
- Applicant resolution and authorization with Washington State Recreation and Conservation Office for Lake Pleasant Boat Launch
- Request for temporary easement from Washington State Department of Transportation to use a portion of Lake Aldwell boat launch for discharging groundwater
- Agreement with Scarsella Brothers, Incorporated for construction of Levee tie-ins and flood return channel in the Lower Dungeness River Floodplain restoration area
- Agreement with Scarsella Brothers, Incorporated for removal of Towne Road in the Lower Dungeness River Floodplain restoration area
- Resolution authorizing submission of request to the United States Department of Treasury for release of awarded funding under Section 605 Local Assistance and Tribal Consistency Fund (LATCF) of the American Rescue Plan Act (ARPA) and designation of county contact person
- Overview of the American Rescue Plan Act project and expenditure report for third quarter of 2022

Meeting concluded at 9:52 a.m.

EXECUTIVE SESSION – October 17, 2022 at 1 p.m.

This Executive Session is being held to discuss pending litigation in State v. Winborn, Clallam County Superior Court Case No. 22-2-00421-05. This is a proper matter to be considered in executive session pursuant to RCW 42.30.110(1)(i), which allows for the use of an executive session "to discuss with legal counsel representing the agency litigation ... to which the agency, the governing body, or a member acting in an official capacity is, or is ... a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency."

The Board convened in open session at 1 p.m. to discuss pending litigation in State v. Winborn, Clallam County Superior Court Case No. 22-2-00421-05. Present were Commissioners Ozias, Johnson, and Peach, Human Resources / Administrator Sill, Human Resources / Deputy Administrator Reyes, Chief Financial Officer Lane, Chief Civil Deputy Prosecuting Attorney Stanley, and Deputy Prosecuting Attorney Boughton.

ACTION TAKEN: CRJm to recess to executive session for 45 minutes, CBPs, mc

Board recessed into executive session at 1:02 p.m.

Board convened in open session at 1:48 p.m.

ACTION TAKEN: CRJm to approve the proposed settlement offer in the pending litigation regarding State v Winborn, CBPs, mc CRJ and CBP in favor of and CMO opposed

Meeting concluded at 1:49 p.m.

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of October 17-21, 2022
Page 2

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, October 18, 2022. Also present were Commissioner Johnson and Peach and Administrator Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

PUBLIC COMMENT

- Herb Schairbaum, Sequim, commented on the elections process
- Ed Bowen, Clallam Bay, commented on temporary easement
- Tyson Mink, Port Angeles, commented on Aldwell Timber Sale (see attached)

CONSENT AGENDA

- 1a Approval of vouchers for the week of October 10
- 1b Approval of payroll for the period ending September 30
- 1c Approval of minutes for the week of October 10

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

REPORTS AND PRESENTATIONS

- CBP commented on the Department of Natural Resources
- CRJ commented on Lodging Tax Advisory Committee Strategic Tourism Plan
- CMO commented on opioid settlement, Miller Peninsula State Park meeting, Poet Laureate Program

ADMINISTRATION

- 2a Resolution appointing Craig Jaeger to the Lodging Tax Advisory Committee

ACTION TAKEN: CRJm to approve, CBPs, mc

PUBLIC WORKS

- 3a Resolution establishing government equipment rental schedule for year 2023

ACTION TAKEN: CRJm to approve, CBPs, mc

- 3b Resolution modifying CR 6, 2022 regarding the temporary closure of Cooper Ranch Road – Road No. 20650

ACTION TAKEN: CRJm to approve, CBPs, mc

- 3c Approve updated Right of Way Procedures

ACTION TAKEN: CRJm to approve, CBPs, mc

BUDGET

- 4a Resolution authorizing submission of request to the United States Department of Treasury for release of awarded funding under Section 605 Local Assistance and Tribal Consistency Fund (LATCF) of the American Rescue Plan Act (ARPA) and designation of county contact person

ACTION TAKEN: CRJm to approve, CBPs, mc

PUBLIC COMMENT

- Susan Shothafer, Port Angeles, commented on the election process
- Randy Simmons, Port Angeles, commented on Final Binding Site Plan approval for Island View R.V. Park LDV 2021-00005 – Randy Simmons applicant
- Ed Bowen, Clallam Bay, commented on Federal Issues and Relations Committee, Transportation Project, Clallam County Board of Health Meeting
- Karen Parker, Sequim, commented on the election process (see attached)

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of October 17-21, 2022
Page 3

- Karen Walter, Port Angeles, commented on the election process
- William Cutting, Sequim, commented on the election process (see attached)
- John Graham, Port Angeles, commented on the election process
- Trina Berg and Josie Gonser – Towne Road Working Farm Neighborhood, sent in a written comment (see attached)

Meeting concluded at 10:47 a.m. and continued to 9 a.m., Monday, October 24, 2022.

There are no Zoom chat logs for the week of October 17.

The Board of Commissioners attended a WSAC Virtual update, Board of Health Meeting, Miller Peninsula State Park Public Meeting, Coffee with Colleen, Clallam Transit Meeting, Budget Meetings, and Federal Issues and Relations Committee during the week of October 17.

PASSED AND ADOPTED this 25th day of October 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

KEY TO ABBREVIATIONS:

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

m moved
mc motion carried
s seconded

Comment to Commissioners Meeting
October 18, 2022

Public Comment

10/18/22

Herb Scharbaum

Re: Reduction in Observer Participation

Commissioners:

In June and July of this year the Republican Election Integrity Committee asked for, and finally had to demand, that everyone requesting observer training through the party be able to attend the county mandated training. Sixty-three of us requested the training, fifty-nine of us attended and were certified. The training consisted of a power point presentation and handouts, nothing more and no actual explanations of what any of the processes actually consisted of. A copy of that Power Point is being sent to you.

The county training was poor and during the actual primary processing there was very, very little ongoing explanation from the Election Manager as to what staff was doing with the ballots and why, although the opportunity was there for any of them to explain without breaking their rhythm of work. Without that input and because we were genuinely interested, we asked questions. It should be noted that in that Power Point presentation was a slide that specifically said:

“Observers should:

- Question and discuss their observations with the Elections Manager or Auditor.
- Report their observations.”

Despite what was clearly presented on a power point slide, it was clear to us that questions were not allowed. Following the Primary, in reaction to the genuine hostility we felt from staff over our questions, we conducted two-hour workshops with no more than twelve attending at a time. In these workshops we prepared almost every one of our fifty-nine observers to better understand what the machines do, when and why. We stressed the importance of keeping questions to a minimum. We did everything in our power to prepare for the General election—to not disrupt the staff with needless questions.

Just eight days before the General Election we were informed that the number of observers allowed to participate during ballot processing would be reduced from two to one for each party, for each processing room. Reducing observer participation by half is the opposite of opening up the process to transparency!

Request for Observers

- ▶ The County Auditor shall *email* the party chairs:
 - Notify major political party chairs the **date that processing** of mail ballots begins.
 - **Request observers** for the processing and tabulation of mail ballots.
 - The maximum **number of representatives** to observe.
Clallam County has set this limit at 6 observers (3 per major political party).

Absence of observers will not prevent the county from their work.

Election Observers Serve an Important Role

Election Observers protect the integrity of the election by impartially observing process activities.



When Are Observers Present?

- ▶ Election Observers are requested for every aspect of the process:
 - Logic and Accuracy testing
 - Election Center and Annex activities / processing mail-in ballots
 - Batch Audit
 - Canvassing Board meetings / certification of the election
 - Recounts (if applicable)

- ▶ Different election observers may be assigned to each part of the process



RCW 29A.40.100
WAC 434-250-110

Election Observers

Observers should:

- ▶ Question and discuss their observations with the Elections Manager or Auditor.
- ▶ Report their observations.

Observers may not:

- ▶ Obstruct the process.
- ▶ Touch ballots or containers.
- ▶ Operate vote tallying systems.
- ▶ Be an election worker hired to process ballots.



Signature Checking

- ▶ The process of verifying that a voter's signature on their voted ballot envelope matches that of their voter registration record.
- ▶ All Clallam County signature checkers have taken training provided by the Washington State Patrol and/or Secretary of State's Office.

RCW 29A.60.165
WAC 434-261-050

Random Check of Ballot Counting Equipment

- ▶ Political party election observers are invited to observe this mandatory process
 - Up to six batches may be selected.
 - Must be completed no later than 48 hours after Election Day.
 - Selected batches are hand counted, hand tally is then compared to machine report for that batch.



PORT ANGELES
WASHINGTON, U.S.

321 East Fifth Street
Port Angeles, WA 98362

Public comment
10/18/22
tyson minb

September 29, 2022

Hilary Franz, Commissioner of Public Lands

Office of the Commissioner of Public Lands
MS47001
Olympia, WA 98504-7001

RE: Aldwell Timber Harvest Auction #102215

Dear Commissioner Franz:

On behalf of the City Council of Port Angeles, I request that you delay the Aldwell timber harvest auction #102215, and further request that this important legacy forest be considered for the Carbon Offset Program. It is critically important that you allow the City and other stakeholders the time to review impacts to watershed and Climate Action Plan policies. City Council unanimously voted September 20, 2022 to voice their concerns via a letter regarding the timber auction.

On September 6, 2022, the Washington Board of Natural Resources approved the logging of timber in the Elwha River watershed, referred to as the Aldwell timber sale. If your office approves the sale of this legacy timber, the timber will go to auction. This action will be the demise of a valuable legacy forest on the Olympic Peninsula.

For a number of reasons, this sale has detrimental effects on the citizens of the Olympic Peninsula and the community of Port Angeles. Legacy forests store and sequester carbon and aid in reducing climate change. Timber and complex forest canopies provide major biodiversity to our area that we cannot stand to lose. The City has an obligation to our citizens to protect our local water supply and it is important to share that through interlocal agreements this water is purveyed beyond City boundaries. As a City we must have ample time to review the long-term impacts to our local water supply and the watershed that contributes to it. The forests are a valuable resource to local tribes, and these lands must be protected. The federal government spent millions on restoration work during dam removal and re-establishing the Elwha River Watershed and therefore we must be diligent with decision making in this area.

The City initially commented on this sale on May 26, 2022 and requested you consult with us prior to making a decision. In addition, we requested additional time for review. We again request that any decision be delayed on the Aldwell timber harvest auction until you have had time to directly consult with the City of Port Angeles and our neighboring Lower Elwha Klallam and Jamestown S'Klallam Tribes.

Sincerely,

Docusign generated

Kate Dexter
Mayor

CC: Senator Kevin Van De Wege
Representative Steve Tharinger
Representative Mike Chapman

Together we can protect this approx.
100 acres of legacy forest!

STOP WA STATE FROM LOGGING LEGACY/ OLD-GROWTH FOREST IN ELWHA RIVER VALLEY

**WA Board of Natural Resources just
approved logging in the Elwha River
Watershed (the "Aldwell" timber sale).**



VISIT THE FOREST:

Sunday, Oct. 23, 11-2pm.

Meet at the Madison Falls Trailhead parking lot.

Email: Elizabeth at
edunne@earthlaw.org
with questions and to learn
how you can help.

REGISTER NOW



Comment to Commissioners Meeting
October 18, 2022

Public comment
10/18/22
Karen Parker

RE: Random Batch Manual Count

Commissioners:

The fact that batches for the manual audit were chosen through a Google Random Number Generator PRIOR to the primary election and without Observer input should make every citizen concerned. An audit should not allow those who process the batches to know ahead of time which of those batches will be audited. A TRUE audit would not allow the same people who run the batches to audit the batches. To correct for that we have observers. It is only because we had a very observant observer that this was caught and corrected.

For this General election, at least, it is our understanding that the batches chosen for the General election manual audit will not be prechosen prior to the election, but instead batch numbers will be chosen by both political parties and those batch choices need be handed to the Auditor no later than Monday, November 7. This solution, however, does not adequately address the problem.

The audit proof solution for the Random Batch Audit can be found by selecting the audit batches in the ballot count room in real time with the observers who are going to watch the audit in the room. We recommend not selecting the batches in advance in any way. That is NOT a random audit.

The reason behind this solution to a fair and transparent audit is we don't know until the day of the random audit how many batches have been processed. As an example, in the Primary, the day after election when the random audit was done, there were 20,788 ballots that had been tabulated out of 28,636 ballots counted (and on the shelves), leaving 7,848, or over a quarter of the ballots that had not yet been processed, not eligible for audit.

We are asking the Auditor and Canvassing Board to reconsider the Random Batch Audit and take our suggestions in the spirit in which it is offered—to ensure transparency and fairness in the Clallam County election process and leaving as little ~~possibility~~ as possible to have the audit challenged in the future.

Sincerely,

Certified Election Observers
Republican Party
Clallam County

Comment to Commissioners Meeting
October 18, 2022

Public comment
10/18/22
William Cuttings

RE: Live Cams

Dear Commissioners:

We are here today to report that there has been progress toward election transparency in Clallam County. We now understand that live cams will be operational 24/7 in the election offices although they will still be routed through YouTube with the same poor resolution. We appreciate this gesture toward election transparency. We have been informed that there is surveillance camera installation and upgrading going on throughout the courthouse. We've previously asked about the possibility of cameras on the eight ballot boxes scattered across the county. Is that being considered either now or in the future? *Also, is there access to these camera's 24/7 since it is a public building*

Election observers are gearing up to watch ballot boxes 24/7 as we did for the Primary. We respect and will follow the 25-foot rule and will call law enforcement should we witness anything that looks illegal occurring at or around the boxes. However, live cams operational during the election periods would eliminate the need for observers at the ballot boxes and would silence political critics who think it is a terrible thing to lawfully watch the ballot boxes during an election.

Some of those critics took it way too far during the Primary and staged cars at the ballot boxes, intentionally blocking the boxes, claiming those cars belonged to ballot box observers from the Republican party. That was false and we have the photos to prove it was no one from the Republican party, but rather a staged event to cause trouble for the ballot box observers and subsequently the Republican party.

The ballot box observers who were harassed, attacked, and intimidated by those who objected to our presence at the ballot boxes managed themselves well, calling the Sheriff when things got dangerously out of hand. Again, we have video, photos and police reports attesting to our restraint and professionalism as some of our observers were unlawfully confronted for lawfully observing ballot boxes during an election. The point being to this narrative? Live cams would be safer for all concerned and an asset to the election process either proving or disproving ballot box tampering and serving as a deterrent to those who might wish to illegally affect the votes in our county. Please consider installing 24/7 live cameras at the ballot boxes.

Sincerely,

Certified Election Observers
Republican Party
Clallam County

A SIMPLE NON-PARTISAN GUIDE TO HELP INSURE A FREE AND FAIR ELECTION

Public Comment
10/18/22
John Graham

DID YOU KNOW THAT:

1. Voting by Mail or Dropbox makes your ballot extremely vulnerable to alteration and/or deletion
2. Voting on any day EXCEPT Election Day gives advance notice for those who want to know how many votes must be fraudulently manufactured to install a pre-chosen candidate

THEREFORE!!!

- **VOTE IN-PERSON ONLY ON ELECTION DAY NOV 8, 2022**
- **DO NOT OPEN ANY Ballots mailed to you.** INSTEAD, bring it along with you to your polling location in the event they tell you that you have already voted by mail. If this happens, immediately contact your Sheriff (NOT the Police), and report that your identity has been stolen. Show your unopened ballot as proof you haven't already voted. Keep your ballot's for future proof (work with Sheriff & Staff before leaving)
- If voting on paper ballot at the polling location, only **use a BLUE ball point pen** (take one along with you) - this avoids unauthorized copies

FINALLY

- Use Write-in Candidate option if available, or choose "None of the Above" instead of voting for someone you despise. This sends a **STRONG** message.



Turn over
↓

AMERICA'S FRONTLINE DOCTORS

**CITIZEN
CORPS**

BE BRAVE • TAKE ACTION • LIVE FREE

To: Clallam County Commissioners; Clallam County Planning Department; Joe Donisi;
Kathy Lear
From: Towne Road Working Farm Neighborhood
Re: Draft TIP for 2023
Date: October 16, 2022

Public
Comment
10-18-22
Trina Berg + Josie Gonser
RECEIVED
CLALLAM CO. COMMISSIONERS

OCT 17 2022

1...2...3...A...

We would like to thank Commissioner Mark Ozias and Chief Road Engineer Joe Donisi for maintaining contact with us since our last meeting on September 15, 2021. Their efforts to keep us apprised throughout the construction of the Lower Towne Road Levee section is very much appreciated.

The construction activity this summer has had a big impact on the livability for all the residents who live along Towne Road. Our close proximity to the road has amplified the impacts. Our neighborhood has witnessed and endured high truck volume and speed, long hours of operation, as well as a general concern for air quality due to dust, general safety and livability. This has strengthened our resolve as a neighborhood to be actively involved with any future planning for Towne Road.

We understand the value of the Lower Towne Road Levee project and appreciate the vision and years of work that went into making it a reality. Please help us look upon it as a positive part our unique neighborhood by involving us in any future design efforts for Towne Road as the project continues to the south through farmland and our residential neighborhood.

Towne Road needs to be more than just a thoroughfare for cars and trucks. We want to feel safe walking and biking as we access the natural beauty and recreational opportunities that the Dungeness River provides at our doorsteps. A well designed Towne Road can build connections for people, fish and farms.

Sincerely,

Trina Berg and Josie Gonser

On behalf of the Towne Road Working Farm Neighborhood

To: Clallam County Commissioners; Clallam County Planning Department
From: Concerned Citizens of Towne Road Working Farm Neighborhood,
Re: Draft TIP for 2021
Date: November 3, 2020

Towne Road has 2 projects listed in the draft TIP for 2021, #28 and #29. The section that we call the Towne Road Working Farm Neighborhood is the southern $\frac{3}{4}$ mile of project #29 (from Cougar Heights Rd. to the Dungeness Creamery).

Both of the Towne Road projects on either side of our neighborhood section are 'good to go'; they are already designed and fully funded. Our Towne Road Working Farm Neighborhood piece has many obstacles to planning and has yet to be designed. We haven't even had a stakeholders' meeting with the County yet.

Our section is a hard nut to crack. Please look at it differently. It sits upon a very narrow geologic esker that falls away quickly to the west. Consequently many of the houses are sited close to the road. This poses many design obstacles when trying to overlay a standard road widening template. We think we have unique qualifications to justify an alternative set of design solutions that would include traffic calming elements.

We would like to work with the County to develop a plan that addresses our many concerns, such as speed and safety, loss of signature trees, rural character, and privacy. We want a road designed to enhance and define our neighborhood.

Our Towne Road Working Farm Neighborhood piece is not ready to move forward like the other parts of the overall Towne Road project. Please press the pause button in order to address our concerns and create a plan that meets the goals of the County while balancing our private property issues.

Sincerely,

Towne Road Working Farm Neighborhood

Julia Berg
Janner
Yvonne Ykota
An
Althia
E. Ullie
David
C. M. M. M.

BC Berg
S. J.
M. H. D. D.
Susan Cooper
C. N. H. H.
M. J. H. H.
M. J. H. H.
S. J. H. H.

B. J.
Sarah McEath

CERTIFICATE OF APPRECIATION

AWARDED TO

STEPHEN HOFFMAN

*FOR OVER 39 YEARS OF SERVICE TO
CLALLAM COUNTY*

DATED
THIS 25TH DAY OF
OCTOBER 2022

AT
PORT ANGELES,
WASHINGTON

ADMINISTRATOR RICH SILL

COMMISSIONER MARK OZIAS

COMMISSIONER RANDY JOHNSON

COMMISSIONER BILL PEACH

10/25/22
C



NATIONAL
HOME CARE
& HOSPICE
MONTH

ld
10/25/22

November 2022

**Office of the Clallam County Board of Commissioners
Port Angeles, Washington**

WHEREAS, hospice care provides humane and comforting support for terminally ill patients and their families, including pain control, palliative medical care, and social, emotional and spiritual services; and

WHEREAS, hospice fulfills basic human needs of feeling comfortable in familiar surroundings and of attaining physical and emotional peace during the last stage of life; and

WHEREAS, over 114,000 professionals and hundreds of thousands of volunteers (the equivalent of 56,000 full time employees) provide comforting and supportive hospice services to over 1.5 million patients and their families in an estimated 3,800 hospice programs throughout the United States; and

WHEREAS, there is a need to increase public discussion about advances in pain control and the care options available to individuals of all ages, races, and backgrounds who are at the end of life; and

WHEREAS, LHC Group has joined the Hospice Association of America and an estimated 3,800 hospice providers in declaring November as National Hospice Month and are calling on all Americans to observe this occasion with appropriate ceremonies and activities;

NOW, THEREFORE, WE THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby proclaim November as NATIONAL HOSPICE MONTH in the city of [city] and encourage the support and participation of all citizens in learning more about the hospice concept of care for the elderly, disabled, and infirm.

Signed this 25th day of October 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



1e
10/26/22

PROCLAMATION

RECOGNIZING THE WEEK OF OCTOBER 23 - OCTOBER 29, 2022 AS PRO BONO LAW WEEK

WHEREAS, our justice system is founded on the fundamental principles of equity and fairness for all, and pro bono services grant individuals access to legal representation regardless of their means; and

WHEREAS, nearly three in four Washington residents face urgent civil legal issues each year, including issues related to health care, consumer and financial services, domestic violence, divorce, child custody, foreclosure, eviction, and abuse; but less than 25 percent receive legal assistance; and

WHEREAS, access to legal assistance can improve economic security and personal safety, protect civil liberties, and lead to a more just society; and

WHEREAS, legal services agencies, pro bono service programs, law-schools, the American Bar Association, the Washington State Bar Association, the Clallam County Bar Association, and private firms throughout the state have enlisted the services of volunteer attorneys to address the legal needs of low-income people; and

WHEREAS, all attorneys licensed in Washington State are encouraged to provide at least 30 hours of free legal services annually to those unable to obtain legal counsel; and

WHEREAS, in 2021, pro bono attorneys in Washington State provided over 20,000 families with free legal services and help with urgent legal issues, in Clallam County and Jefferson County volunteer attorneys provided over 920 hours of service through Clallam-Jefferson County Pro Bono Lawyers; and

NOW, THEREFORE, WE THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby proclaim the week of October 23 – 29, 2022, as **PRO BONO WEEK** in Clallam County to honor and thank the attorneys who volunteer their time and expertise to provide legal services to those in need.

Signed this 25th of October 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

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

1f
w/psn

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 10-25-22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Letter to Senator Cantwell, Senator Murray and Representative Kilmer regarding the BOCC opposing efforts to attach S. 4295, the Financial Data Transparency Act of 2022, to the National Defense Atheization Act.

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?)
Approval of letter opposing.

County Official signature & print name:  Loni Gores, Clerk

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

Relevant Departments: Board of Commissioners, Finance Department, Treasurer Office, Auditor Office

Date submitted: 10-19-22

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

Financial Data Transparency Act 10-25-22
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@clallamcountywa.gov

Rich Sill, County Administrator

October 25, 2022

Senator Maria Cantwell
511 Hart Senate Office Bldg.
Washington, DC 20510

Senator Patty Murray
154 Russell Senate Office Bldg.
Washington, DC 20510

Representative Derek Kilmer
1410 Longworth House Office Bldg.
Washington, DC 20515

RE: Financial Data Transparency Act of 2022

Dear Senator Cantwell, Senator Murray and Representative Kilmer:

We write today to highlight and oppose efforts to attach S. 4295, the Financial Data Transparency Act of 2022, to the National Defense Authorization Act as it would have a significant adverse impact on Clallam County and most small counties throughout the state. Specifically, Section 203 of S. 4295 would require the MSRB to establish uniform data standards for local government, requiring identical financial reporting classifications across all types of local governments. Moving from a "cash basis" to an "accrual basis" accounting method would require approximately a half-dozen new CPA-level county staff members in our small county of 78,000 people, which we can neither afford nor likely effectively recruit to our remote rural county.

As financial stewards we value transparency and adherence to governmental reporting standards established by the Governmental Accounting Standards Board (GASB) and state law, and we are concerned that S. 4295 would create additional standards imposed by the federal government that entities would need to comply with within a short timeframe.

There are a multitude of types of public entities that would be subject to this change in reporting including: states, cities, counties, water systems, hospitals, public power, etc. Forcing these very different entities to use a single, standardized template could cause many local governments to spend scarce resources on costly upgrades or staff work arounds impacting services provided to residents and rate paying customers to accommodate the new rule without federal financial assistance.

We urge you to oppose inclusion of Section 203 in efforts moving forward. Should you have further questions about the potential impact of this bill, we encourage you to reach out to us or to any local government finance professionals who can discuss further the challenges of implementing the legislation.

Sincerely,
BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

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

H1
10/25/22

Department: Clallam County Roads Depa

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 10/25/22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

(Hold a public hearing to receive public comment on the vacation of a portion of Platted Hazel Street.)
Currently, there is no road and no future plan to put in a road at this location.

Budgetary impact:

Recommended action:

(Hold a public hearing to received public comment on the vacation of a portion of Platted Hazel Street.)
Resolution to follow a future meeting.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: _____

Relevant Departments: Public Works

Date submitted: 10/19/2022

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



CR RESOLUTION 8, 2022

4u
9/27/22

CALL FOR HEARING ON THE PROPOSED
VACATION OF A PORTION OF HAZEL STREET

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Hereby declares its intent to vacate and abandon a portion of county right of way described as follows:
THAT PORTION OF HAZEL STREET BETWEEN LOTS 11-15 BLOCK 2 AND LOTS 11-15 BLOCK 3 IN CLARK'S ADDITION TO PORT ANGELES AS SHOWN IN VOLUME 1 PAGE 119.
CLALLAM COUNTY, WASHINGTON.
SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.
TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, CONDITIONS, ENCUMBRANCES AND RESTRICTION OF RECORDS, IF ANY.
2. Instructs the County Engineer to examine the above described portion of right of way and to report his opinion as to whether the portion of right of way should be vacated and abandoned, whether the portion of right of way is in use or has been in use, the condition of the portion of right of way, whether it will be advisable to preserve it for the county road system in the future, whether the public will be benefited by the vacation and abandonment, and all other facts, matters, and things which will be of importance to the board, prior to the public hearing date set below.
3. RCW 36.87 sets the requirements for the Board to consider vacation and abandonment of public rights way.

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

1. Hereby declares its intent to vacate and abandon right of way described above.
2. Instructs publication, posting, and notification procedures be followed as per RCW 36.87.
3. Sets a public hearing to consider the vacation request, to be held in the Commissioners' Meeting Room, Room 160, Clallam County Courthouse, 223 E. 4th Street, Port Angeles, Washington, on Tuesday October 25, 2022, at 10:30 a.m.

PASSED AND ADOPTED this 27th day of September 2022

ATTEST:

Loni Gores, CMC, Clerk of the Board



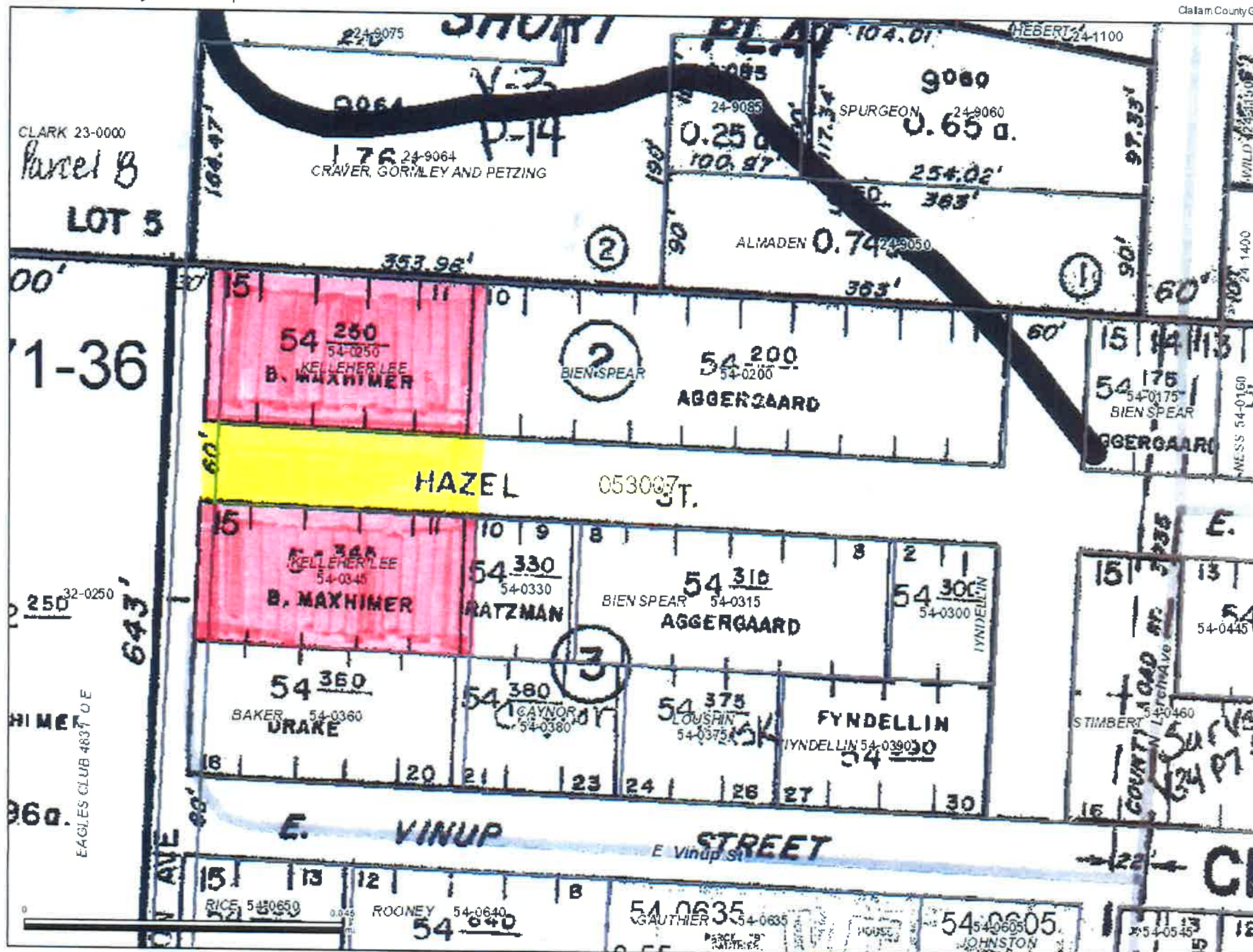
BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

PLEASE PUBLISH: October 3rd & 10th
PLEASE BILL: Clallam County Public Works Dept.
223 East 4th Street, Suite 6
Port Angeles, WA 98362-3015



Scale 1:1,128

August 15, 2022 Clallam County GIS

Clallam County | Clallam County GIS |

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24-0064

24-0150

24-0150

54-0230

54-0200

54-0175

54-0340

54-0330

54-0315

54-0300

32-0250

54-0360

54-0380

54-0375

053007
54-0390

N. Myrtle Ave

E Vinup St

54-0630

54-0640

54-0635

54-0605

54-0545

54-0660

54-0670

54-0685

54-0695

54-0555

32-7000

32-0600

E Myrtle St



AGENDA ITEM SUMMARY

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

H2
10/25/22

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 10/25/22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on October 25, 2022.

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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?** ☐

See attached Resolution

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - debatable emergencies.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)



BUDGET RESOLUTION _____, 2022

ADOPTING BUDGET EMERGENCIES FOR THE DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, after a public hearing on October 25, the following constitute public emergencies, which could not reasonably have been foreseen at the time of budget preparation:

Parks & Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in August and September, 2022 expected to be reimbursed through FEMA/\$14,656

General Fund Reserves – Additional funding due to the revised Lower Dungeness Floodplain grant reimbursement and costs projections for 2022 and 2023/\$650,000 (1 of 2)

Department of Community Development – Lower Dungeness Floodplain – Additional funding due to the revised Lower Dungeness Floodplain grant reimbursement and costs projections for 2022 and 2023/\$650,000 (2 of 2)

NonDept – Affordable Housing Sales Tax – For the new Housing Solutions Coordinator position/\$23,980

2. The Budget Director has reviewed the accounting method for the debatable emergencies and approved it by numbering and initialing the attached *Budget Change Forms*.

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

1. The amount of money required to meet the public emergency listed above is authorized for expenditure provided that no expenditure is made or liability incurred pursuant to the resolution under RCW 36.40.150 until a period of five days, exclusive of the date this resolution is signed, have elapsed.
2. The Treasurer is authorized and requested to make any necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 25th day of October 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

c: Budget Director
Treasurer
Affected Department

CLALLAM COUNTY BUDGET CHANGE FORM

SEP 27 2022



Date Submitted: September 27, 2022 ✓ Budget Hearing/Meeting Date: October 25, 2022 ✓

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

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	\$ 14,656
Total				\$ 14,656 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.31.0035 ✓	Cleaning and Sanitation Supplies	\$ 1,442
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$ 13,214
Total				\$ 14,656 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for additional expenses related to the Covid 19 virus event in Clallam County that were paid from the Parks and Facilities budget in 2022. This is to cover the goods and services expenditures incurred in August and September 2022, and are expected to be reimbursed through FEMA reimbursements.

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

97

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 9/21/2022

Budget Hearing/Meeting Date: 10/25/2022

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

Budget Number xxxxx.xxx.	00100.293	Budget Name	General Fund Reserves
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	650,000
Total				650,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	59714.00.0070	Transfer to Dungeness Floodplain	650,000
Total				650,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

GRANT REIMBURSEMENT

Due to the revised Lwr Dungeness Floodplain cost projections for 2022 and 2023, Lwr Dungeness Floodplain will need additional funding from the General Fund Reserves in 2022. (1 of 2)

County Official Approval:

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

[Handwritten signature]

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 9/21/2022

Budget Hearing/Meeting Date: 10/25/2022

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

Budget Number xxxxx.xxx.	30301.331	Budget Name	DCD - Lwr Dungeness Floodplain
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331 ✓	DCD - Lwr Dungeness Floodplain ✓	39714.00.0070 ✓	Transfer from General Fund Reserves	650,000
Total				650,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331 ✓	DCD - Lwr Dungeness Floodplain ✓	50800.00.0000 ✓	Ending Fund Balance	650,000
Total				650,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

GRANT REIMBURSEMENT

Due to the revised Lwr Dungeness Floodplain cost projections for 2022 and 2023, Lwr Dungeness Floodplain will need additional funding from the General Fund Reserves in 2022. (2 of 2)

County Official Approval:

[Signature]

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

[Signature]

The seal of Clallam County, Washington, is a circular emblem. It features a central illustration of a classical building with a dome and columns, likely representing a courthouse or government building. The words "CLALLAM COUNTY" are inscribed in a circular border around the top, and the year "1854" is at the bottom.

Budget Hearing/Meeting Date: 10/25/2022

- | | | | |
|---------------------------------|-------------|--------------------|--|
| Budget Number xxxxx.xxx. | 19951.291 ✓ | Budget Name | NonDept – Affordable Housing Sales Tax ✓ |
|---------------------------------|-------------|--------------------|--|

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
19951.291 ✓	NonDept – Affordable Housing Sales Tax ✓	50800.00.0000	Ending Fund Balance	23,980
Total				23,980

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
19951.291 ✓	NonDept – Affordable Housing Sales Tax ✓	56540.10.0010	Regular Time	13,750
19951.291 ✓	NonDept – Affordable Housing Sales Tax ✓	56540.20.0020	Benefits	5,230
19951.291 ✓	NonDept – Affordable Housing Sales Tax ✓	56540.31.0010	Supplies	1,000
19951.291 ✓	NonDept – Affordable Housing Sales Tax ✓	56540.41.0020	Professional Services	2,000
19951.291 ✓	NonDept – Affordable Housing Sales Tax ✓	56540.43.0010	Travel - Business	2,000
Total				23,980

Additional funds for the new Housing Solutions Coordinator. This new position will identify projects and work collaboratively with housing providers, builders, real estate professionals, non-profit agencies and local governments that could help alleviate the housing challenges facing residents of Clallam County.

102



AGENDA ITEM SUMMARY

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

29
10/25/22

Department: DCD

WORK SESSION ☒ Meeting Date: 10.17.2022

REGULAR AGENDA ☒ Meeting Date: 10.25.2022

Required originals approved and attached? ☒

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # ~~334~~ .21.005-1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached agreement with Scarsella Brothers, Incorporated provides for construction of levee tie-ins and the flood return channel in the lower Dungeness River floodplain restoration area. The tie-ins and flood return channel are important elements of flood hazard protection and are a requirement of the US Army Corps of Engineer permitted design. It is critical to have these features installed prior to the start of flood season.

Under Emergency Resolution 83 signed by the Commissioners on August 2, 2022, Scarsella has submitted the proposal to ensure that the tie-ins and flood return channel are in place prior to the start of the flood season.

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 work is included in the revised 2022 Lower Dungeness Floodplain Restoration budget that was approved by BOCC on October 11, 2022.

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

Staff recommends approving the change order.

County Official signature & print name: _____

RICH MEIER

Name of Employee/Stakeholder attending meeting: Rich Meier / Cathy Lear

Relevant Departments: DCD, Public Works

Date submitted: 10.12.2022

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

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

334.21.005-1

**CLALLAM COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
CHANGE ORDER SUMMARY AND CONTRACT VALUE CHANGE ESTIMATE**

Project Title: Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project / Phase 1 Earthwork Project Engineer: Tyler Stephens, PE

Sheet 1 of 1 Date: 8/16/2022 CO No. 007

☒ Order by Engineer under terms of Section 1-04.4 of Standard Specifications		To: <u>Mike Wilson</u>
☐ Change Proposed by Contractor		Address: <u>Scarsella Brothers, Inc.</u>
Endorsed by: 		<u>8404 South 196th Street</u>
Contractor Firm Name: <u>Scarsella Bros., Inc.</u>		Kent, WA 98031
Signature: 		Phone: <u>(253) 872-7173</u>
Date: <u>Aug. 24, 2022</u>		Fax No: <u>(253) 395-1209</u>
Title: <u>N/A</u>		Contract No.: <u>N/A</u>
Consent Given By Surety: (when required see Sec. 1-04.4)		County Road No.: <u>N/A</u>
By: <u>Attorney-in-Fact</u>		Federal Aid No.: <u>N/A</u>
Date: _____		Approval by: <u>Tyler Stephens</u>
		Date: <u>8/16/2022</u>
		Date Work Began: <u>8/4/2022</u>

CHANGE ORDER

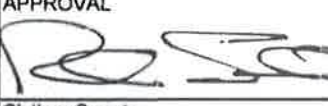
CHANGE ORDER

007 Construct North and South Setback Levee Tie Ins and Flood Return Channel per Phase 2 Project Plans and Special Provisions

Please see attached change order descriptions, justifications, quantities, affected bid items and contract value change estimates.

CHANGE ORDER NO.	DESCRIPTION	UNIT MEAS.	UNIT PRICE	ESTIMATED QUANTITY CHANGE	ESTIMATED AMOUNT CHANGE	ACCT CODE
007A	Construct North and South Setback Levee Tie Ins	See Detail			\$ 3,279,448.50	
007B	Construct Flood Return Channel	See Detail			\$ 882,764.00	
TOTAL ESTIMATED CHANGE					\$ 4,162,212.50	

All work, materials, and measurement to be in accordance with the provision of the Standard Specifications and Special Provisions for the type of construction involved.

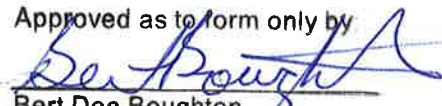
ORIGINAL CONTRACT AMOUNT	CHANGE IN WORKING DAYS	CURRENT CONTRACT AMOUNT	ESTIMATED NET CHANGE THIS ORDER	ESTIMATED CONTRACT TOTAL AFTER CHANGE
\$5,529,123.55	49	\$5,527,195.83	\$ 4,162,212.50	\$9,689,408.33
APPROVAL RECOMMENDED		APPROVAL		
				
Project Engineer		Clallam County		
Date: <u>8-25-22</u>		Date: <u>8-24-22</u>		

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

CO_007_Cover Sheet_20220817.xlsxCO

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

CHANGE ORDER DESCRIPTION

TO: Cathy Lear, Joe Donisi (Clallam County)

DATE: August 16, 2022

PROJECT: LDRC-P1

PROJ. #: Clallam Cty 2021-049

SUBJECT: Change Order 007 – Phase 2 North and South Levee Tie Ins, Flood Return Channel

CHANGE ORDER DESCRIPTION

This change order incorporates specific elements of the planned Phase 2 Project construction into the Phase 1 Project contract. These items include constructing the North Levee tie in to the existing Dungeness Levee, the North Levee West Access Ramp, the Towne Road Levee tie in to River's Edge Levee, the Towne Road roadway embankment south of the tie in to River's Edge Levee, and placing riprap on Towne Road Levee near the tie in to River's Edge Levee. This change order also incorporates flood return channel construction as shown in the Phase 2 Project Drawings. All Phase 2 Project elements will be constructed as specified in the Phase 2 Special Provisions.

REASON FOR CHANGE

Removal of the existing US Army Corps of Engineers Dungeness Levee upstream of the County Project began in May 2022 and continues through the summer. This work opens the County Project site to 2022-2023 flood season impacts. Under an emergency declaration, the County is constructing the portions of the planned Phase 2 work described above as part of the Phase 1 contract to provide flood protection during the 2022-2023 flood season.

MEASUREMENT AND PAYMENT

This change order results in a net change in total contract cost of \$4,162,212.50.

BID PROPOSAL
LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION &
LEVEE/ROAD REALIGNMENT PROJECT- PHASE 2 FLOOD RETURN
CHANNEL

To the Board of County Commissioners of Clallam County Port Angeles, Washington

Gentlemen:

This certifies that the undersigned has examined the Contract Plans and Specifications for this improvement project, and has examined the location of

LOWER DUNGENESS RIVER FLOODPLAIN RESTORATION & LEVEE/ROAD REALIGNMENT
PROJECT- PHASE 2 FLOOD RETURN CHANNEL

included within said improvement project. The signatory on the Proposal Signature Page further certifies that he/she understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work. Unanticipated financial constraints on the part of the County may result in curtailment or limiting of this improvement project to as much of the work as can be completed with the money available. The undersigned hereby proposes to undertake and complete the work embraced in this improvement project in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

NOTE: Unit Prices and Unit Totals for all items, and the Bid Total shall be shown, and shall be shown in figures only. Figures written to the right of the dot (decimal) in the Unit Price and Unit Total columns shall be interpreted as cents. Unit prices shall include sales tax. All entries must be typed or entered in ink. If a discrepancy exists between the Unit Price and the Unit Total, the Unit Price will control.

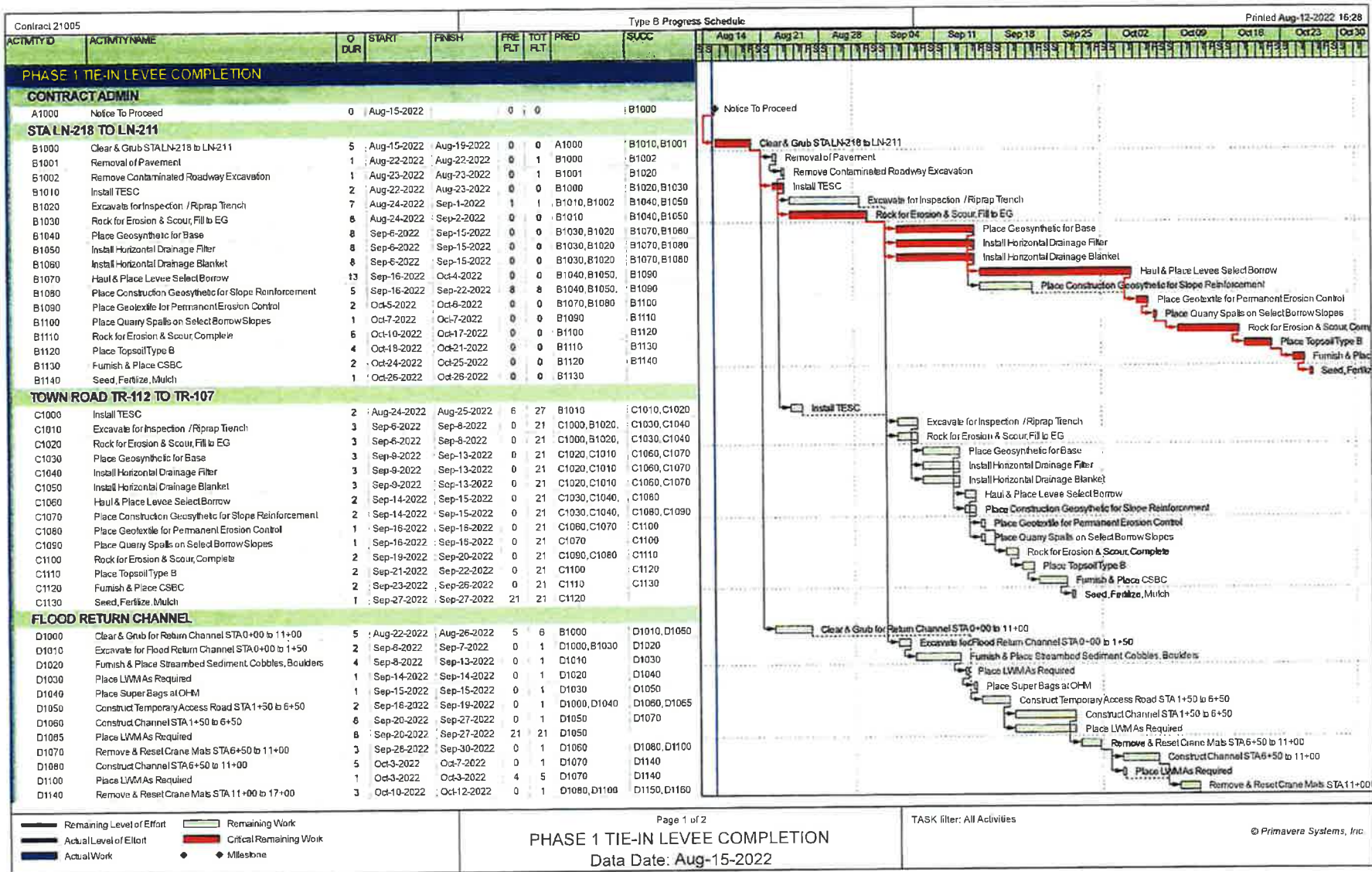
NO.	APRX QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	TEMPORARY ACCESS	\$ 295,000.00	\$ 295,000.00
2	1	LS	RECORD DRAWINGS	\$ 2,000.00	\$ 2,000.00
7	1	LS	MOBILIZATION / DEMOBILIZATION	\$ 25,000.00	\$ 25,000.00
8	1	EST	PROJECT TEMPORARY TRAFFIC CONTROL (ADDITIONAL FROM LEVEE TRAFFIC CONTROL, IF NEEDED, BY FORCE ACCOUNT)	\$ 10,000.00	\$ 10,000.00
9	120	AC	CLEARING AND GRUBBING INCL. HAUL	\$ 25,000.00	\$ 30,000.00
22	4,100	CY	CHANNEL EXCAVATION	\$ 62.30	\$ 255,430.00
41	9	EA	LWM TYPE 1	\$ 2,525.00	\$ 22,725.00
42	3	EA	LWM TYPE 2	\$ 3,550.00	\$ 10,650.00
43	3	EA	LWM TYPE 3	\$ 6,070.00	\$ 18,210.00
44	5	EA	LWM TYPE 4	\$ 2,285.00	\$ 11,425.00
45	-	EA	LWM TYPE 5		\$ -
46	5	EA	LWM TYPE 6	\$ 2,860.00	\$ 14,300.00
62	1	EST	EROSION CONTROL AND WATER POLLUTION PREVENTION (ADDITIONAL FROM LEVEE CONSTRUCTION, BY FORCE ACCOUNT)	\$ 5,000.00	\$ 5,000.00
63	2,300	LF	HIGH VISIBILITY SILT FENCE	\$ 5.50	\$ 12,650.00
64	580	SY	BIODEGRADABLE EROSION CONTROL BLANKET FOR DITCHES	\$ 7.10	\$ 4,118.00
80	175	TON	STREAMBED SEDIMENT	\$ 80.00	\$ 14,000.00
81	525	TON	STREAMBED COBBLE 10"	\$ 80.00	\$ 42,000.00
83	175	TON	ONE MAN STREAMBED BOULDERS	\$ 90.00	\$ 15,750.00
99	0.60	AC	HYDROSEEDING, FERTILIZING, MULCHING - EROSION CONTROL SEED MIX	\$ 5,210.00	\$ 3,126.00
100	0.60	AC	HYDROSEEDING, FERTILIZING, MULCHING - WETLAND EMERGENT SEED MIX	\$ 5,300.00	\$ 3,180.00
101	56	DAY	DEWATERING (6 INCH DIESEL PUMP)	1,575.00	\$ 88,200.00
			Equipment, Labor, & Material		882,764.00

Preliminary Quantity Estimates for Phase 1 Change Order estimating of completing levee fill work for flood protection 2022

#	Quantity	Unit	Description	Unit Cost	Total Cost
1	1.00	LS	MOBILIZATION	\$ 275,000.00	275,000.00
1	2.35	AC	CLEARING AND GRUBBING INCL HAUL	\$ 25,000.00	58,750.00
2	2,600	SY	REMOVAL OF PAVEMENT	\$ 8.00	20,800.00
3	4,700	CY	ROADWAY EXCAVATION INCL HAUL	\$ 33.60	157,920.00
4	90	CY	CONTAMINATED ROADWAY EXCAVATION INCL HAUL	\$ 160.30	14,427.00
5	19,500	CY	ROAD/LEVEE SELECT BORROW (IMPORT)	\$ 40.10	781,950.00
6	2,610	CY	COMMON BORROW	\$ 27.30	71,253.00
7	1,225	CY	HORIZONTAL DRAINAGE FILTER (IMPORT) INCL HAUL	\$ 55.60	68,110.00
8	830	CY	HORIZONTAL DRAINAGE BLANKET (IMPORT) INCL HAUL	\$ 55.60	46,148.00
9	11,300	SY	CONSTRUCTION GEOSYNTHETIC FOR BASE REINFORCEMENT	\$ 14.55	164,415.00
10	3,250	SY	CONSTRUCTION GEOSYNTHETIC FOR SLOPE REINFORCEMENT	\$ 4.70	15,275.00
11	7,125	SY	CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL	\$ 4.40	31,350.00
12	5,650	SY	CONSTRUCTION GEOTEXTILE FOR SEPARATION	\$ 2.30	12,995.00
13	975	CY	CRUSHED SURFACING BASE COURSE (CSBC)	\$ 68.10	66,397.50
14	75	CY	CRUSHED SURFACING TOP COURSE (CSTC)	\$ 73.10	5,482.50
15	310	CY	BALLAST	\$ 63.50	19,685.00
16	2,410	CY	TOPSOIL TYPE B INCL HAUL	\$ 16.65	40,126.50
17A	1,610	TON	ROCK FOR EROSION AND SCOUR PROTECTION, CLASS A, INCL HAUL (CLALLAM COUNTY PIT)	\$ 89.41	143,950.10
17B	1,610	TON	ROCK FOR EROSION AND SCOUR PROTECTION, CLASS A, INCL HAUL (NON CLALLAM COUNTY PIT)	\$ 120.60	194,166.00
18A	3,990	TON	ROCK FOR EROSION AND SCOUR PROTECTION, CLASS A, INCL HAUL (CLALLAM COUNTY PIT)	\$ 89.41	356,745.90
18B	3,990	TON	ROCK FOR EROSION AND SCOUR PROTECTION, CLASS B, INCL HAUL (NON CLALLAM COUNTY PIT)	\$ 120.60	481,194.00
19	1,150	TON	QUARRY SPALLS	\$ 52.05	59,857.50
20	1.55	AC	HYDROSEEDING, FERTILIZING, MULCHING - EROSION CONTROL SEED MIX	\$ 5,210.00	8,075.50
21	0.50	AC	HYDROSEEDING, FERTILIZING, MULCHING - WETLAND EMERGENT SEED MIX	\$ 5,300.00	2,650.00
22	1,000	CY	MATERIAL REUSE - LOADING, HAULING, PLACEMENT	\$ 46.10	46,100.00
23	180	LF	CORRUGATED POLYETHYLENE CULVERT PIPE 36-IN DIAM	\$ 280.00	50,400.00
24	320	CY	STRUCTURE EXCAVATION CLASS A INCL HAUL	\$ 40.00	12,800.00
25	115	CY	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	\$ 60.00	6,900.00
26	1	EA	SETTLEMENT PLATE	\$ 2,500.00	2,500.00
27	1	EA	DECOMMISSION OBSERVATION WELL	\$ 5,000.00	5,000.00
28	1	EST	TRAFFIC CONTROL (ADDITIONAL FROM PI LEVEE WORK, AS NEEDED, BY FORCE ACCOUNT)	\$ 5,000.00	5,000.00
29	1	EST	STREET SWEEPING (ADDITIONAL FROM PI LEVEE WORK, AS NEEDED, BY FORCE ACCOUNT)	\$ 5,000.00	5,000.00
30	21	DAY	DEWATERING (6 INCH DIESEL PUMP) (ADDITIONAL TO PHASE 1 CONTRACT TERMS)	\$ 1,575.00	33,075.00
31	2,900	LF	HIGH VISIBILITY SILT FENCE	\$ 5.50	15,950.00

Equipment, Labor, & Material

3,279,448.50



Contract 21005

Type B Progress Schedule

Printed Aug-12-2022 13:28

ACTIVITY ID	ACTIVITY NAME	OUR	START	FINISH	FRE FLT	TOT TOT	PRED	SUCC	Aug 14	Aug 21	Aug 28	Sep 04	Sep 11	Sep 18	Sep 25	Oct 02	Oct 09	Oct 16	Oct 23	Oct 30
D1150	Construct Channel STA 11+00 to 17+00	6	Oct-13-2022	Oct-20-2022	0	1	D1140	D1170												
D1160	Place LWMAs Required	1	Oct-13-2022	Oct-13-2022	5	5	D1140	D1170												
D1170	Remove & De-Mob Crane Mats	2	Oct-21-2022	Oct-24-2022	0	1	D1150, D1160	D1180												
D1180	Seed, Fertilize, Mutch	1	Oct-25-2022	Oct-25-2022	1	1	D1170													



Remaining Level of Effort
 Actual Level of Effort
 Actual Work

Remaining Work
 Critical Remaining Work
 Milestone

Page 2 of 2

PHASE 1 TIE-IN LEVEE COMPLETION
Data Date: Aug-15-2022

TASK filter: All Activities

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AGENDA ITEM SUMMARY

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

2b
10/10/22

Department: DCD

WORK SESSION ☒ Meeting Date: 10.17.2022

REGULAR AGENDA ☒ Meeting Date: 10.25.2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # ~~334~~ .21.005-2 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached agreement with Scarsella Brothers, Incorporated provides for removal of Towne Road in the lower Dungeness River floodplain restoration area. Removing Towne Road is an important element of flood hazard protection and is a requirement of the US Army Corps of Engineer permitted design. It is critical to remove the road prior to the start of flood season.

Under Emergency Resolution 83 signed by the Commissioners on August 2, 2022, Scarsella has submitted the proposal to ensure that the tie-ins and flood return channel are in place prior to the start of the flood season.

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 work is included in the revised 2022 Lower Dungeness Floodplain Restoration budget that was approved by BOCC on October 11, 2022.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Staff recommends approving the change order.

County Official signature & print name: _____

Rich Meier

Name of Employee/Stakeholder attending meeting: Rich Meier, Cathy Lear

Relevant Departments: DCD, Public Works

Date submitted: 10.12.2022

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

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

**CLALLAM COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
CHANGE ORDER SUMMARY AND CONTRACT VALUE CHANGE ESTIMATE**

Project Title: Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project / Phase 1 Earthwork Project Engineer: Tyler Stephens, PE

Sheet 1 of 1 Date: 10/4/2022 CO No. 012

☒ Order by Engineer under terms of Section 1-04.4 of Standard Specifications	To: Mike Wilson
☐ Change Proposed by Contractor	Address: Scarsella Brothers, Inc. 8404 South 196th Street Kent, WA 98031
Endorsed by: 	Phone: (253) 872-7173
Contractor Firm Name: <u>Scarsella Bros., Inc.</u>	Fax No: (253) 395-1209
Signature: <u>[Signature]</u> Date: <u>Oct. 5, 2022</u>	Contract No.: N/A
Title: N/A	County Road No.: N/A
Consent Given By Surety: (when required see Sec. 1-04.4)	Federal Aid No.: N/A
By: _____	Approval by: Tyler Stephens
Attorney-in-Fact _____ Date _____	Date: 10/4/2022
	Date Work Began: 10/4/2022

CHANGE ORDER

CHANGE ORDER

012 Remove Existing Towne Road per Phase 2 Project Plans and Special Provisions

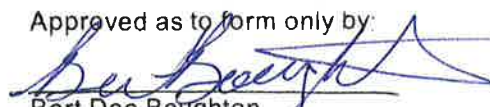
Please see attached change order descriptions, justifications, quantities, affected bid items and contract value change estimates.

CHANGE ORDER NO.	DESCRIPTION	UNIT MEAS.	UNIT PRICE	ESTIMATED QUANTITY CHANGE	ESTIMATED AMOUNT CHANGE	ACCT CODE
012	Remove Existing Towne Road	See Detail			\$ 253,122.25	
TOTAL ESTIMATED CHANGE					\$ 253,122.25	

All work, materials, and measurement to be in accordance with the provision of the Standard Specifications and Special Provisions for the type of construction involved.

ORIGINAL CONTRACT AMOUNT	CHANGE IN WORKING DAYS	CURRENT CONTRACT AMOUNT	ESTIMATED NET CHANGE THIS ORDER	ESTIMATED CONTRACT TOTAL AFTER CHANGE
\$5,529,123.55	0	\$9,689,408.33	\$ 253,122.25	\$9,942,530.58
APPROVAL RECOMMENDED			APPROVAL	
				
Project Engineer _____ Date: 10-4-22			Clallam County _____ Date _____	

Approved as to form only by:


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

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CHANGE ORDER DESCRIPTION

TO: Cathy Lear, Joe Donisi (Clallam County)

DATE: October 4, 2022

PROJECT: LDRC-P1

PROJ. #: Clallam Cty 2021-049

SUBJECT: Change Order 012 – Remove Existing Towne Road

CHANGE ORDER DESCRIPTION

This change order incorporates removal of existing Towne Road (originally included in the Phase 2 Project) into the Phase 1 Project contract. The work items included are presented in the change order bid form and demolition plan sheet included herein. Removal of Towne Road will be constructed as specified in the Phase 2 Special Provisions.

REASON FOR CHANGE

Under an emergency declaration, Clallam County is constructing portions of the planned Phase 2 work described above as part of the Phase 1 contract. Clallam County plans to remove existing Towne Road in the floodplain before the site may become inaccessible during and after flood season.

MEASUREMENT AND PAYMENT

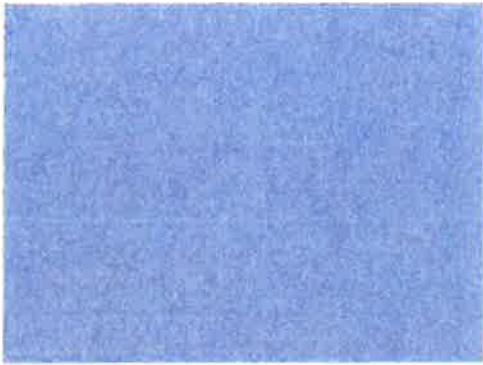
This change order results in a net change in total contract cost of \$253,122.25.

Lower Dungeness River Floodplain Restoration - Phase 1 Tie-In Change Order: Remove Existing Towne Road

Clallam County

From Mike Wilson (Scarsella 9/28/22)

#	Quantity	Unit	Description	Unit Cost	Total Cost
1	6,010	SY	REMOVAL OF PAVEMENT	\$ 8.00	\$ 48,080.00
2	3,150	CY	ROADWAY EXCAVATION INCL. HAUL	\$ 21.25	\$ 66,937.50
3	434	TN	CONTAMINATED ROADWAY EXCAVATION INCL. HAUL	\$ 160.30	\$ 69,490.05
4	2,350	CY	TOPSOIL TYPE B INCL. HAUL	\$ 16.65	\$ 39,127.50
5	1.32	AC	HYDROSEEDING, FERTILIZING, MULCHING - EROSION CONTROL SEED MIX	\$ 5,210.00	\$ 6,877.20
6	5	EA	REMOVE SIGNS	\$ 75.00	\$ 375.00
7	2	EA	RELOCATE SIGNS	\$ 250.00	\$ 500.00
8	260	LF	REMOVE CULVERTS	\$ 30.00	\$ 7,800.00
9	400	SY	REMOVE GRAVEL ROAD (Eberle Driveway)	\$ 5.00	\$ 2,000.00
10	2,387	LF	REMOVE FENCING	\$ 5.00	\$ 11,935.00
				TOTAL \$	253,122.25



SUBMITTED TO:
Clallam County
223 East 4th Street, Suite 6
Port Angeles, WA 98362



BY:
Shannon & Wilson
400 N. 34th Street, Suite 100
Seattle, WA 98103

(206) 632-8020
www.shannonwilson.com

SOILS MANAGEMENT PLAN
Lower Dungeness River Floodplain
Restoration and
Levee/Road Realignment Project
CLALLAM COUNTY, WASHINGTON

Submitted To: **Clallam County**
223 East 4th Street, Suite 6
Port Angeles, WA 98362
Attn: Ms. Cathy Lear

Subject: **SOILS MANAGEMENT PLAN, LOWER DUNGENESS RIVER FLOODPLAIN
RESTORATION AND LEVEE/ROAD REALIGNMENT PROJECT, CLALLAM
COUNTY, WASHINGTON**

Shannon & Wilson prepared this report and participated in this Project as a consultant to Clallam County. Our services were conducted in general accordance with the Personal Services Agreement with Clallam County, Contract No. 334.16.005, dated June 1, 2016, and executed June 28, 2016, as amended through Amendment No. 9, July 21, 2021. This report presents our recommendations for the removal of the existing Towne Road and was prepared by the undersigned. This report supersedes all previous versions submitted under this contract.

We appreciate the opportunity to be of service to you on this Project. If you have questions concerning this report, or we may be of further service, please contact us.

Sincerely,

SHANNON & WILSON



Christian Canfield
Environmental Staff

Scott W. Gaulke, PE, LHG
Vice President

CTC:SWG/ctc

1	Site and Project Description.....	1
2	Applicable or Relevant and Appropriate Requirements.....	1
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Appended		
Important Information		

1 SITE AND PROJECT DESCRIPTION

During Project Phase 2 construction, the new, realigned Towne Road will be constructed on top of the newly constructed Towne Road Levee. After the realigned Towne Road is completed, the existing Towne Road, between the beginning of the proposed Towne Road Levee and East Anderson Road, will be removed. As part of the Project design phase, pavement borings were performed on September 30, 2019, along the existing Towne Road to estimate the relative thickness of the asphalt and subbase for removal and disposal. These borings were designated P-1 through P-3. The locations of the subsurface explorations are shown in Figure 1.

The thickness of the asphalt varied from about 2.5 to 5 inches at the boring locations. A sand and rounded gravel subbase was observed in these borings extending to about 1 to 1.5 feet below ground surface (bgs). Beneath this gravel subbase lies a possible older road, consisting of about 2 to 3 inches of compacted chipped gravel surfacing overlying a sand and rounded gravel subbase. The older road gravel subbase material extends to about 2.5 to 3 feet bgs.

A faint oil odor was observed within the lower elevation road surfacing material. Oil was historically used along dirt and gravel roads to control dust. The underlying gravel subbase and subsurface soil may have oil contamination. Following the results of our pavement borings, we recommended additional environmental testing be performed to establish approximate bid quantities for volumes of contaminated material to be excavated and disposed of and to provide appropriate recommendations for contaminated material handling and disposal.

2 APPLICABLE OR RELEVANT AND APPROPRIATE REQUIREMENTS

Applicable or Relevant and Appropriate Requirements (ARARs) establishes a pilot process for meeting the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) requirement to identify and determine state and federal ARARs when selecting remedial cleanup actions.

The soil analytical results resulting in detections above regulatory criteria are summarized below. The detected values are compared with Model Toxics Control Act Method A (MTCA-A) cleanup level for unrestricted land use (Washington State Department of

Ecology [Ecology], 2021), the Sediment Cleanup Objective values (WAC 173-204), and the Priority Contaminants of Ecological Concern for Sites that Qualify for the Simplified Terrestrial Ecological Evaluation Procedure (Simplified TEE) (WAC 173-340-900). Where no criterion is established for MTCA-A for a parameter, MTCA Method B values are used.

Shannon & Wilson selected the above referenced screening criteria based on future conditions of the Towne Road area. It is presumed the Town Road area will be periodically inundated with water due to seasonal weather changes. Selected screening criteria reflected these considerations.

3 PREVIOUS ENVIRONMENTAL INVESTIGATIONS

This section describes the previous explorations on the subject property completed by Shannon & Wilson for geotechnical and environmental evaluation. The Contractor shall be familiar with the environmental data and findings presented in these reports.

On October 28, 2021, Holocene Drilling, Inc., under subcontract to Shannon & Wilson, used a direct-push probe rig to complete five explorations (P-4-21 through P-8-21) (Figure 1). Each probe was advanced 5 feet bgs. Groundwater was not encountered during this investigation (Shannon & Wilson, 2022).

Soil samples were submitted to Fremont Analytical, Inc. of Seattle, Washington. Selected soil samples were analyzed for:

- Gasoline-range total petroleum hydrocarbons by Northwest Total Petroleum Hydrocarbons-Gasoline Extended;
- Diesel- and oil-range total petroleum hydrocarbons by Northwest Total Petroleum Hydrocarbons Diesel-Extended;
- Volatile organic compounds by U.S. Environmental Policy Act (EPA) 8260D;
- Polyaromatic hydrocarbons by EPA Method 8270 (selected ion monitoring);
- Polychlorinated biphenyls by EPA 8082; and
- Resource Conservation and Recovery Act (RCRA) metals, including arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver, by EPA Methods 6020 and 7471.

The following conclusions were determined:

- Gasoline-range organics were detected at 410 milligrams per kilogram (mg/kg) in the sample collected 0.5 foot bgs at location P-4-21. This detection exceeds the Model Toxics Control Act Method A (MTCA-A) cleanup criteria for unrestricted land use of

100 mg/kg. This sample also returned an elevated total petroleum hydrocarbon (TPH) concentration of 1,310 mg/kg. This detection is below the MTCA-A cleanup criterion of 2,000 mg/kg. TPH concentrations are calculated from the sum of diesel fuel and heavy oil. Gasoline and TPH were not detected in the sample collected 1.5 feet bgs at location P-4-21.

- Diesel was detected at 434 mg/kg in the sample collected 2 feet bgs at location P-5-21. This detection exceeds the Sediment Cleanup Objective of 340 mg/kg.
- Heavy-oil was detected at 1,430 mg/kg in the sample collected 0.5 feet bgs at location P-6-21. This detection exceeds the Simplified Terrestrial Ecological Evaluation Procedure of 460 mg/kg.
- Gasoline-range organics were detected at 280 mg/kg in the sample collected 1.5 feet bgs at location P-7-21. This detection exceeds the MTCA-A cleanup criteria for unrestricted land use of 100 mg/kg. This sample also returned an elevated TPH concentration of 10,530 mg/kg. This detection is above the MTCA-A cleanup criterion of 2,000 mg/kg.

No other analyte detections returned concentrations above their respective cleanup level criterion.

4 SOILS MANAGEMENT PLAN

This Soils Management Plan outlines the actions to be taken when contamination is encountered or suspected during construction.

Work involving known or suspected contaminated soil must be performed by workers with proper hazardous materials safety training as required by the Occupational Safety and Health Administration and the Washington Industrial Safety and Health Administration.

Figure 2 outlines the areas and dimensions of the suggested remedial excavation. The actual final extent of excavation will be determined by field screening and confirmation sampling.

4.1 Field Screening

Remedial excavation activities will be monitored for indications of contamination. The purpose of the monitoring is to:

- Provide on-site screening to assess soil contamination for segregation, removal, and/or stockpiling;
- Document remaining conditions; and
- Provide guidance on remedial actions and disposal of contaminated soil.

The Owner's consultant will screen excavated soil for indications of contamination. Field screening will consist of visual and olfactory observations and photoionization detector (PID) measurements. Indications of contamination include:

- Stained or discolored soil or stressed vegetation,
- Containers or debris indicating a release of hazardous substances may have occurred,
- Unusual odors, and/or
- Elevated PID measurements.

4.2 Excavation Confirmation Sampling

Following the remedial excavation, the base and sidewalls of the excavation area are to be sampled by the Owner's consultant. Analytical testing may vary dependent upon field observations, but will include at minimum diesel/heavy-oil-range organics, gasoline-range organics, and RCRA-8 metals. If contamination is confirmed to still be present above MTCA-A (Washington State Department of Ecology [Ecology], 2015) cleanup criteria, the excavation area should be extended by a distance agreed upon in writing by the Owner and Contractor and be resampled.

Confirmation sample frequency will be taken in accordance with Ecology's Guidance for Remediation of Petroleum Contaminated Sites document. At minimum, one sample will be taken from each sidewall, and one sample will be taken from the base of excavation. Additional samples may be taken at the Ecology-suggested frequency of one base sample for every 400 square feet of exposed bottom and one sidewall sample every 20 feet horizontally.

4.3 Stockpiling Controls

If the contaminated soil is not loaded directly into trucks and hauled offsite, the contaminated material will be segregated and stockpiled. The following steps should be taken if stockpiling:

- Stockpiled materials shall be placed on intact plastic sheeting or similar material to prevent contamination of underlying soil.
- Stockpiled materials shall always be covered to prevent dust escape, odor emissions, and rainfall contact when not being worked..
- A berm or other stormwater control method shall be installed around the stockpiled material to prevent runoff from leaving the area and stormwater from entering the stockpile area.
- Stockpiles shall not be placed near drains, watercourses, or other stormwater features.

The covered bin or stockpiling area should be checked and maintained during storage to ensure that there are no releases to the environment.

4.4 Disposal

The contaminated material is to be disposed of offsite. Prior to disposal, contaminated soil will be sampled at a frequency consistent with Ecology's guidelines and/or criteria established by the facility receiving the soil. In accordance with Ecology guidance, Exhibit 3-1 provides the minimum number of samples needed prior to removal of petroleum-contaminated soil stockpiles (Ecology, 2016). Samples will be collected by the Owner's consultant and will be sent to an approved and certified laboratory for testing.

Exhibit 3-1: Minimum Number of Stockpile Samples

Volume of Soil (cubic yards)	Minimum Number of Samples
0 – 100	3
101 – 500	5
501 – 1,000	7
1,001 – 2,000	10
Greater than 2,000	10+1 for each additional 500 cubic yards

Upon completion of remedial actions and disposal, all equipment shall be cleaned and decontaminated prior to leaving the site. Water from wheel washes shall be collected and disposed of properly. Loose soil on equipment should be brushed onto a collection mat or tarpaulin and the soils transferred/included in any contaminated soils for proper disposal.

4.5 Transportation Guidelines

Transportation of contaminated soil must comply with Washington Administrative Code (WAC) 173-350-300. All transporters of dangerous waste must operate in accordance with WAC 173-303-240. Receipts documenting offsite disposal should be retained by Seattle Public Schools. The collection and transportation standards include:

- All persons collecting or transporting solid waste shall avoid littering at the loading point during transport and during proper unloading of the solid waste.
- Vehicles or containers used for the collection and transportation of solid waste shall be tightly covered or screened where littering may occur, durable, and of easily cleanable construction. Where garbage is being collected or transported, containers shall be cleaned as necessary to prevent nuisance odors and insect breeding and shall be maintained in good repair.
- Vehicles or containers used for the collection and transportation of solid waste shall be loaded and moved in such manner that the containers will not fail and the contents will not spill or leak. Where such spillage or leakage does occur, the waste shall be picked up immediately by the collector or transporter and returned to the vehicle or container and the area properly cleaned.
- All persons commercially collecting or transporting solid waste shall inspect collection and transportation vehicles at least monthly. Inspection records shall be maintained at the facility normally used to park such vehicles or such other location where maintenance records are kept. Such records shall be kept for at least two years and be made available upon the request of the jurisdictional health department.

The transportation contractor will direct trucks to the appropriate receiving facility. Truck drivers should be made aware if their load has been determined to be contaminated.

4.6 Site Report

At the end of construction work, a Site Characterization Report will be prepared to provide a summary of the activities undertaken to manage contaminated materials discovered during construction work, including documentation of locations, analytical data, disposal records, and testing/monitoring results. If any contaminated materials are left in situ, the report will also include any proposed future management measures of such materials if required.

5 LIMITATIONS

Within the limitations of scope, schedule, and budget, we have prepared this scope of services in a professional manner using the level of skill and care normally exercised for similar projects under similar conditions by reputable and competent environmental consultants currently practicing in this area.

The scope of services was intended to evaluate only for materials that may be encountered during the shoreline restoration project. The sampling effort served as a screening effort only. It was not intended to define the lateral or vertical extent of soil and/or groundwater contamination.

The data presented in this assessment are based on research and sampling at the subject property and should be considered representative at the time of our observations. We are not responsible for conditions or consequences arising from relevant facts that were concealed, withheld, or not fully disclosed at the time this assessment was prepared. We also note that the facts and conditions referenced in this assessment may change over time and that the conclusions and recommendations set forth here are applicable to the facts and conditions described only at the time of this assessment. We believe that the conclusions stated here are factual, but no guarantee is made or implied.

This assessment was prepared for the exclusive use of Clallam County and their representatives. We do not guarantee that any agency or its staff will reach the same conclusions as presented in this assessment. To help you and others in understanding the limitations of this assessment, we have prepared an appendix, Important Information About Your Environmental Site Assessment/Evaluation Report.

6 REFERENCES

Shannon & Wilson, 2022, Revised environmental report, Lower Dungeness river floodplain restoration and levee/road realignment project, Clallam County, Washington: Report prepared by Shannon & Wilson, Inc., Report No. 21-1-12559-151, for Clallam County Road Division, Port Angeles, Wash., May 12.

Washington State Department of Ecology (Ecology), 2015, Cleanup levels and risk calculation (CLARC) data tables: Olympia, Wash., Washington State Department of Ecology, July, available: <https://fortress.wa.gov/ecy/clarc/CLARCHome.aspx>, accessed April 1, 2019.

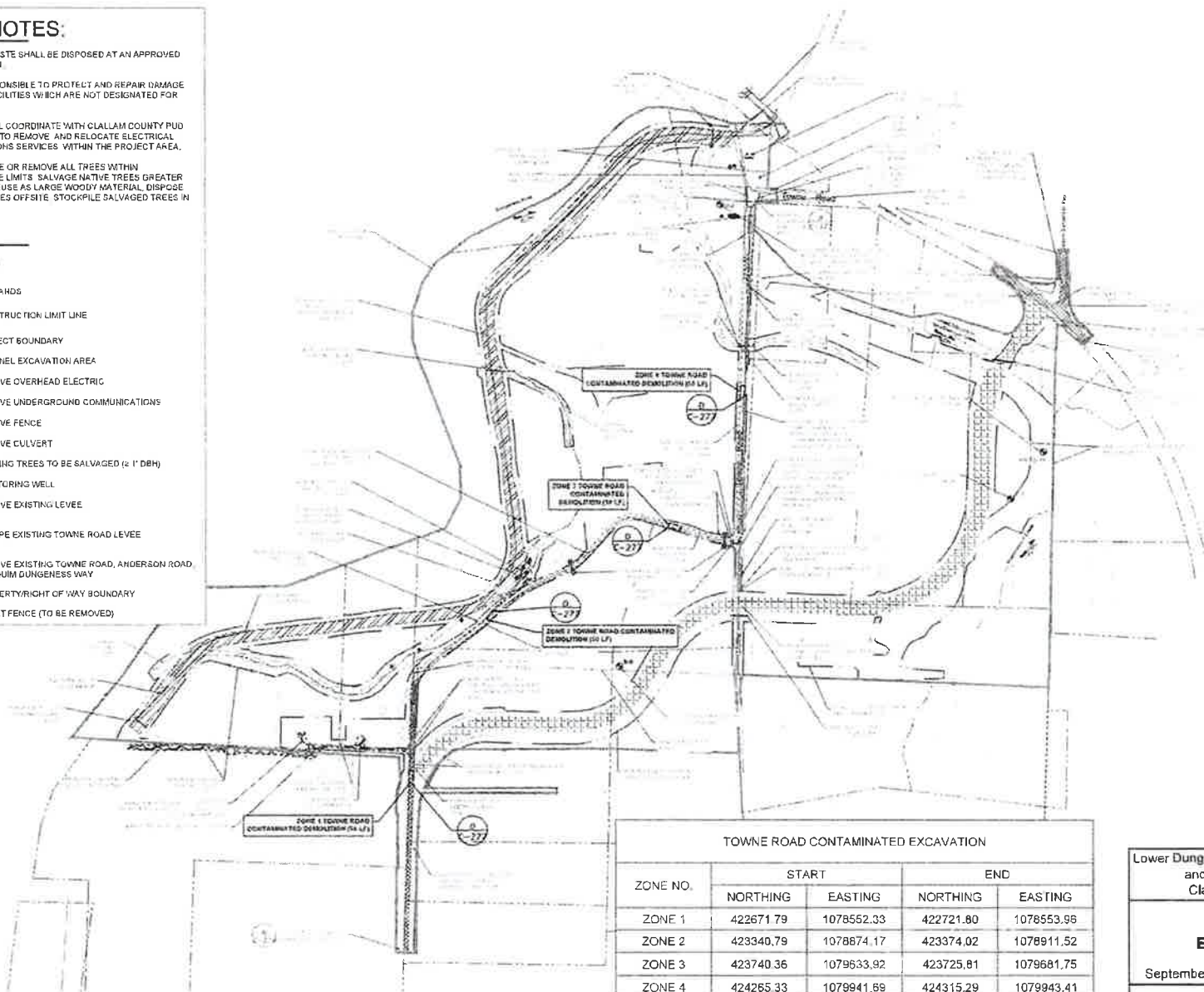
Washington State Department of Ecology (Ecology), 2016, Guidance for remediation of petroleum contaminated sites (rev.): Olympia, Wash., Washington State Department of Ecology Toxics Cleanup Program, publication no. 10-09-057, Table 6.9, June, available: <https://fortress.wa.gov/ecy/publications/documents/1009057.pdf>.

GENERAL NOTES:

1. ALL DEBRIS AND WASTE SHALL BE DISPOSED AT AN APPROVED DISPOSAL LOCATION.
2. CONTRACTOR RESPONSIBLE TO PROTECT AND REPAIR DAMAGE CAUSED TO ANY FACILITIES WHICH ARE NOT DESIGNATED FOR REMOVAL.
3. CONTRACTOR SHALL COORDINATE WITH CLALLAM COUNTY PUD AND CENTURY LINK TO REMOVE AND RELOCATE ELECTRICAL AND COMMUNICATIONS SERVICES WITHIN THE PROJECT AREA.
4. CLEAR AND SALVAGE OR REMOVE ALL TREES WITHIN CONSTRUCTION LINE LIMITS. SALVAGE NATIVE TREES GREATER THAN 1" DBH FOR REUSE AS LARGE WOODY MATERIAL. DISPOSE OF NON-NATIVE TREES OFFSITE. STOCKPILE SALVAGED TREES IN STAGING AREAS.

LEGEND

- CHW
- WETLANDS
- CONSTRUCTION LIMIT LINE
- PROJECT BOUNDARY
- CHANNEL EXCAVATION AREA
- REMOVE OVERHEAD ELECTRIC
- REMOVE UNDERGROUND COMMUNICATIONS
- REMOVE FENCE
- REMOVE CULVERT
- **** EXISTING TREES TO BE SALVAGED (≥ 1" DBH)
- MONITORING WELL
- ▨ REMOVE EXISTING LEVEE
- ▧ SCRAPE EXISTING TOWNE ROAD LEVEE
- ▩ REMOVE EXISTING TOWNE ROAD, ANDERSON ROAD, & SEQUIM DUNGENESS WAY
- PROPERTY/RIGHT OF WAY BOUNDARY
- P1 SILT FENCE (TO BE REMOVED)



TOWNE ROAD CONTAMINATED EXCAVATION

ZONE NO.	START		END	
	NORTHING	EASTING	NORTHING	EASTING
ZONE 1	422671.79	1078552.33	422721.80	1078553.98
ZONE 2	423340.79	1078874.17	423374.02	1078911.52
ZONE 3	423740.36	1079633.92	423725.81	1079681.75
ZONE 4	424265.33	1079941.89	424315.29	1079943.41

Lower Dungeness River Floodplain Restoration
and Levee/Road Realignment
Clallam County, Washington

CONTAMINATED EXCAVATION PLAN

September 2022

21-1-12559-151

SHANNON & WILSON, INC.
ENVIRONMENTAL AND GEOTECHNICAL CONSULTANTS

FIG. 2

Important Information

About Your Environmental Site Assessment/Evaluation Report

ENVIRONMENTAL SITE ASSESSMENTS/EVALUATIONS ARE PERFORMED FOR SPECIFIC PURPOSES AND FOR SPECIFIC CLIENTS.

This report was prepared to meet the needs you specified with respect to your specific site and your risk management preferences. Unless indicated otherwise, we prepared your report expressly for you and for the purposes you indicated. No one other than you should use this report for any purpose without first conferring with us. No one is authorized to use this report for any purpose other than that originally contemplated without our prior written consent.

The findings and conclusions documented in this site assessment/evaluation have been prepared for specific application to this project and have been developed in a manner consistent with that level of care and skill normally exercised by members of the environmental science profession currently practicing under similar conditions in this area. The conclusions presented are based on interpretation of information currently available to us and are made within the operational scope, budget, and schedule constraints of this project. No warranty, express or implied, is made.

OUR REPORT IS BASED ON PROJECT-SPECIFIC FACTORS.

Our environmental site assessment is based on several factors and may include (but not be limited to) reviewing public documents to chronicle site ownership for the past 30, 40, or more years; investigating the site's regulatory history to learn about permits granted or citations issued; determining prior uses of the site and those adjacent to it; reviewing available topographic and real estate maps, historical aerial photos, geologic information, and hydrologic data; reviewing readily available published information about surface and subsurface conditions; reviewing federal and state lists of known and potentially contaminated sites; evaluating the potential for naturally occurring hazards; and interviewing public officials, owners/operators, and/or adjacent owners with respect to local concerns and environmental conditions.

Except as noted within the text of the report, no sampling or quantitative laboratory testing was performed by us as part of this site assessment. Where such analyses were conducted by an outside laboratory, Shannon & Wilson relied upon the data provided and did not conduct an independent evaluation regarding the reliability of the data.

CONDITIONS CAN CHANGE.

Site conditions, both surface and subsurface, may be affected as a result of natural processes or human influence. An environmental site assessment/evaluation is based on conditions that existed at the time of the evaluation. Because so many aspects of a historical review rely on third-party information, most consultants will refuse to certify (warrant) that a site is free of contaminants, as it is impossible to know with absolute certainty if such a condition exists. Contaminants may be present in areas that were not surveyed or sampled or may migrate to areas that showed no signs of contamination at the time they were studied.

Unless your consultant indicates otherwise, your report should not be construed to represent geotechnical subsurface conditions at or adjacent to the site and does not provide sufficient information for construction-related activities. Your report also should not be used following floods, earthquakes, or other acts of nature; if the size or configuration of the site is altered; if the location of the site is modified; or if there is a change of ownership and/or use of the property.

INCIDENTAL DAMAGE MAY OCCUR DURING SAMPLING ACTIVITIES.

Incidental damage to a facility may occur during sampling activities. Asbestos and lead-based paint sampling often require destructive sampling of pipe insulation, floor tile, walls, doors, ceiling tile, roofing, and other building materials. Shannon & Wilson does not provide for paint repair. Limited repair of asbestos sample locations is provided. However, Shannon & Wilson neither warrants repairs made by our field personnel, nor are we held liable for injuries or damages as a result of those repairs. If you desire a specific form of repair, such as those provided by a licensed roofing contractor, you need to request the specific repair at the time of the proposal. The owner is responsible for repair methods that are not specified in the proposal.

READ RESPONSIBILITY CLAUSES CAREFULLY.

Environmental site assessments/evaluations are less exact than other design disciplines because they are based extensively on judgment and opinion and there may not have been any (or very limited) investigation of actual subsurface conditions. Wholly unwarranted claims have been lodged against consultants. To limit this exposure, consultants have developed a number of clauses for use in their contracts, reports, and other documents. These responsibility clauses are not exculpatory clauses designed to transfer the consultant's liabilities to other parties; rather, they are definitive clauses that identify where responsibilities begin and end. Their use helps all parties involved recognize their individual responsibilities and take appropriate action. Some of these definitive clauses may appear in this report, and you are encouraged to read them closely. Your consultant will be pleased to give full and frank answers to your questions.

Consultants cannot accept responsibility for problems that may develop if they are not consulted after factors considered in their reports have changed or conditions at the site have changed. Therefore, it is incumbent upon you to notify your consultant of any factors that may have changed prior to submission of the final assessment/evaluation.

An assessment/evaluation of a site helps reduce your risk but does not eliminate it. Even the most rigorous professional assessment may fail to identify all existing conditions.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, HEALTH, PROPERTY, AND WELFARE OF THE PUBLIC.

If our environmental site assessment/evaluation discloses the existence of conditions that may endanger the safety, health, property, or welfare of the public, we may be obligated under rules of professional conduct, statutory law, or common law to notify you and others of these conditions.

The preceding paragraphs are based on information provided by the ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland



AGENDA ITEM SUMMARY

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

2C
10/15/22

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date: October 10, 2022**

REGULAR AGENDA ☒ **Meeting Date: October 25, 2022** ✓

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 000.22.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other: Litigation Settlement |

Documents exempt from public disclosure attached: ☐

Executive summary:

A final agreement has been reached between local governments and the State of Washington in regards to allocation of the funds paid by the settling opioid distributors in State of Washington v. McKesson Corporation, Cardinal Health Inc., and AmerisourceBergen Drug Corporation. The Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State is attached for the consideration of the Board. The Clallam County Board of Commissioners approved this settlement on September 18, 2022.

Under the settlement, distributions can be managed at a regional level. It has been proposed that settlement monies received by Clallam, Jefferson, and Kitsap Counties be administered by the Salish Behavioral Health Administrative Services Organization (SBH-ASO). A copy of the proposed Interlocal Agreement designating SBH-ASO as the Olympic Opioid Abatement Council is attached for the consideration of the BOCC.

If the agreement is adopted, SBH-ASO would be responsible for receiving, managing, distributing and administering Opioid Funds allocated to Clallam, Jefferson, and Kitsap counties consistent with the Approved Purposes set forth in the On WA MOU.

This agreement has been approved by the Jefferson County BOCC and the Kitsap County BOCC.

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 at this time.

* 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)

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

The BOCC should consider the following document for approval:

Interlocal Agreement between Clallam County, Jefferson County, Kitsap County, and Salish Behavioral Health Administrative Services Organization

County Official signature & print name: Elizabeth Stanley



Name of Employee/Stakeholder attending meeting: Elizabeth Stanley

Relevant Departments: PAO, BOCC, HHS, CCSO

Date submitted: October 14, 2022

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

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

Agenda Item Summary - Allocation agreement

Revised: 3-04-2019

INTERLOCAL AGREEMENT BETWEEN
CLALLAM COUNTY
JEFFERSON COUNTY
KITSAP COUNTY
AND
SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION

This Agreement is made between Clallam County, Jefferson County, and Kitsap County, on the one hand, and Salish Behavioral Health Administrative Services Organization (SBH-ASO), through Kitsap County, its administrative entity, on the other, (collectively “Parties”) for the purpose of administering monetary amounts allocated to the counties of Clallam, Jefferson, and Kitsap resulting from settlements with and/or litigation against opioid pharmaceutical supply chain participants. The Parties to this Agreement mutually agree to the terms contained herein.

RECITALS

A. Clallam, Jefferson, and Kitsap counties are Participating Counties in the National Prescription Opiate Litigation, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP.

B. Clallam, Jefferson, and Kitsap counties are also Participating Local Governments to the One Washington Memorandum of Understanding Between Washington Municipalities (One WA MOU), a copy of which is attached hereto as Attachment A and fully incorporated herein.

C. Clallam, Jefferson, and Kitsap counties are also Participants to the Allocation Agreement Covering the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State, a copy of which is attached hereto as Attachment B and fully incorporated herein (Allocation Agreement).

D. Clallam, Jefferson, and Kitsap counties anticipate receipt of other funds resulting from settlements with and/or litigation against opioid pharmaceutical supply chain participants.

E. Funds allocated to Clallam, Jefferson, and Kitsap counties pursuant to the One WA MOU and the Allocation Agreement shall be collectively referred to herein as “Opioid Funds.”

F. Clallam, Jefferson, and Kitsap counties and the Jamestown S’Klallam Tribe are parties to an interlocal agreement (KC-279-19, as it may be amended or superseded from time to time) establishing the SBH-ASO. The SBH-ASO administers behavioral health services and programs under chapters 71.24 and 71.05 RCW within the Olympic Community of Health Region regional service area established under RCW 74.09.870.

G. Clallam, Jefferson, and Kitsap counties seek to designate SBH-ASO as the Olympic Opioid Abatement Council pursuant to Section C.4.h of the One WA MOU and

pursuant to Section 15 of the Allocation Agreement for the purposes of receiving, managing, distributing, and administering Opioid Funds allocated to Clallam, Jefferson, and Kitsap counties consistent with the Approved Purposes set forth in the One WA MOU and consistent with the purposes set forth in Section 8 of the Allocation Agreement.

H. SBH-ASO's Tribal members are subject to separate agreements concerning Opioid Funds, are not subject to the One WA MOU or the Allocation Agreement described herein, and thus it is unnecessary to join SBH-ASO's Tribal members as parties to this Agreement.

I. This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

J. This Agreement does not contemplate a joint budget.

K. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

AGREEMENT

1. The foregoing Recitals A through H are true and correct and are incorporated herein by reference as if fully set forth herein.

2. Clallam, Jefferson, and Kitsap counties hereby designate SBH-ASO as the Olympic Opioid Abatement Council pursuant to Section C.4.h of the One WA MOU and pursuant to Section 15 of the Allocation Agreement to oversee allocation, distribution, expenditures, and dispute resolution of Opioid Funds allocated to Clallam, Jefferson, and Kitsap counties consistent with the Approved Purposes set forth in the One WA MOU and Allocation Agreement and consistent with the purposes set forth in Section 8 of the Allocation Agreement (collectively "Approved Purposes").

3. Clallam, Jefferson, and Kitsap counties shall pay over to SBH-ASO those Opioid Funds distributed to Clallam, Jefferson, and Kitsap counties or authorize that Opioid Funds allocated to Clallam, Jefferson, and Kitsap County be paid over directly to SBH-ASO.

4. SBH-ASO shall maintain Opioid Funds in a separate fund and Opioid Funds shall not be comingled with other funds received by SBH-ASO from HCA or other sources.

5. Ten percent (10%) of Opioid Funds received by SBH-ASO will be reserved, on an annual basis, for administrative costs related to managing, distributing, and administering Opioid Funds consistent with Approved Purposes. SBH-ASO will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Approved Purposes.

6. Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of

Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public. Each party shall be responsible for its own compliance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended). This Agreement, once executed, will be a “public record” subject to production to a third party if it is requested under the chapter 42.56 RCW.

7. SBH-ASO will be responsible for the following actions with respect to Opioid Funds:

- a. Overseeing distribution of Opioid Funds to programs and services within the Olympic Community of Health Region regional service area for Approved Purposes.
- b. Preparing annual expenditure reports for compliance with Approved Purposes.
- c. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions, and expenditures by SBH-ASO.
- d. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data for expenditures of Opioid Funds by SBH-ASO, which it shall update at least annually.
- e. If necessary, require and collect additional outcome-related data to evaluate the use of Opioid Funds.
- f. Hearing complaints by Clallam, Jefferson, and/or Kitsap Counties regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

8. If any Party to this Agreement believes another Party violated the terms of this Agreement, the WA One MOU, and/or the Allocation Agreement, the aggrieved Party may seek judicial enforcement of the terms of this Agreement, the WA One MOU, and/or the Allocation Agreement. The Parties hereby stipulate that venue of any action shall be Thurston County Superior Court in accordance with RCW 4.12.080. Prior to filing any such action, the alleging Party shall first provide the alleged offending Party notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party may be represented by their respective public entity in accordance with Washington law.

9. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this Agreement that violates any Washington law. In such an action, the alleged offending Party may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Party may seek outside representation to defend itself against such an action.

10. This Agreement is subject to the terms and conditions of the Parties’ interlocal

agreement establishing the SBH-ASO (KC-279-19, as it may be amended or superseded from time to time), except that in the event of an inconsistency between this Agreement and the Parties' interlocal agreement establishing the SBH-ASO, unless otherwise provided, the inconsistency is resolved by giving precedence in the following order:

- a. Applicable Federal and Washington State Statutes and Regulations.
- b. All terms and conditions in this Agreement, including the One WA MOU and the Allocation Agreement.
- c. The Parties' interlocal agreement establishing the SBH-ASO (KC-279-19, as it may be amended or superseded from time to time).
- d. Any other material incorporated herein by written reference.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

12. This Agreement shall take effect upon the date of its full execution and shall expire on the date that the Interlocal Agreement establishing the SBH-ASO expires (KC-279-19, as it may be amended or superseded from time to time).

13. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute this Agreement.

14. Once fully executed, this Agreement shall be filed by Kitsap County with the Kitsap County Auditor.

15. The parties shall keep and maintain all records required by law in connection with the performance of this Agreement.

16. The parties signed this Agreement in the State of Washington. The laws of the United States and the State of Washington govern this Agreement, as if applied to transactions agreed upon and to be performed wholly within the State of Washington. No Party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

17. This agreement may be amended to address distribution of additional funds received from settlements with and/or litigation against opioid pharmaceutical supply chain participants.

Approved this ____ day of _____, 2022

**CLALLAM COUNTY BOARD OF
COMMISSIONERS**

Mark Ozias, Chair

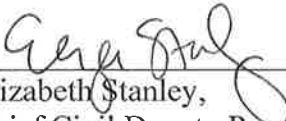
Randy Johnson, Commissioner

Bill Peach, Commissioner

Attest:

Loni Gores, Clerk of the Board

Approved as to form only:

 9/29/22

Elizabeth Stanley, Date
Chief Civil Deputy Prosecuting Attorney

**JEFFERSON COUNTY BOARD OF
COMMISSIONERS**

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Approved this ____ day of _____, 2022

KITSAP COUNTY BOARD OF COMMISSIONERS, in
its capacities as the governing body of Kitsap County and
as the administrative entity for the Salish Behavioral Health
Organization

Edward E. Wolfe, Chair

Charlotte Garrido, Commissioner

Rob Gelder, Commissioner

Attest:

Dana Daniels, Clerk of the Board

Approved this ____ day of _____, 2022

**SALISH BEHAVIORAL HEALTH
ADMINISTRATIVE ORGANIZATION**

Greg Brotherton, Chair



AGENDA ITEM SUMMARY

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

2d
10/25/22

Department: BOCC/Finance

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 10/25/2022

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☒ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- Contract # 19951.22.001
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the KnoxWorks in the amount of \$18,000 to provide project management and policy support to the Clallam Housing Solutions 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?** ☐

A Debatable Emergency has been processed and will be approved November 29, 2022.

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

Please review and sign.

County Official signature & print name: Debi Cook 

Name of Employee/Stakeholder attending meeting: Rich Sill

Relevant Departments: BOCC, Finance

Date Submitted: 10/19/2022

* Submit original and 5 copies
** Submit 3 originals and 5 copies



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: John Paul Knox (DBA KnoxWorks)

Address: 3112 Friendly Grove Rd NE
Olympia, WA 98506

Phone N°: 360.790.4464

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C – General Conditions
- ☒ Attachment D – Special Terms and Conditions
- ☐ Attachment E – (specify)

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 4th day of October 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2022.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Name: John Knox, owner

Mark Ozias, Chair

Date: _____ 2022

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC

Vendor

Initiating Department

Copies: 1

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

SCOPE OF WORK

Overview

Our proposal goals are to provide project management, facilitation, and policy support to the Clallam Housing Solutions Committee (CHSC) through December 2022. Our suggested objectives include:

- Engage Committee members via surveys and interviews to gather their insights about housing needs and priorities – based on Clallam BOCC mission/objectives for CHSC.
- Facilitate two group meetings and two retreats that provide team building and develop strategic focus, action priorities and structure.
- Assist, advise and support the transition process for the newly hired county housing director.

Below is our proposal action timeline for your thoughts and comment. Developing this proposal led us to questions regarding decision-making expectations, meeting timeline and related questions. We suggest meeting to discuss follow up on if these meet your goals.

Activity	September	October	November - Dec
Committee Engagement and Planning	• Develop and conduct survey to gauge priorities, information needs, structure, and process insights • Follow up with interviews/small group meetings • Plan and facilitate Sept meeting ○ Initial discussion of group structure options ○ Learning session TBD	• Plan and facilitate October meeting ○ Review/discuss survey results ○ Establish structure: steering team, sub committees, etc. ○ Prepare members for the retreat	• Facilitate 2 in-person retreats - Parts 1 & 2 ○ 2 hours each • Desired outcomes: ○ Clarify strategic focus and priorities ○ Set timeline of activities and work process ○ Sub-team breakouts ○ Prepare state advocacy agenda and plan ○ Social time following
Research best practices and options for this work	• Research and present models of how other communities are organized • County/cities collaboration options • Develop draft options for structure and organizing work clusters per CHSC objectives	• Prepare meeting materials and summary best practices presentations	• Prepare meeting materials and summary presentations • Consult and support housing director in their transition

COMPENSATION

1. X a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of Eighteen thousand DOLLARS (\$18,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than X monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position

Hourly Rate

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

☐ **a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

x b. The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.
 - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Rich Sill
Title: County Administrator
Address: 223 E 4th Street Port Angeles, WA. 98362
Telephone: 360-417-2242
E-mail: rsill@co.clallam.wa.us
Fax: 360-417-2550

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

- X** 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☒ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

- X** 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- ☐ **COMMERCIAL GENERAL LIABILITY:**
- | | | |
|--------------------------------|----|----------------|
| Bodily injury, including death | \$ | per occurrence |
| | \$ | aggregate |
| Property damage | \$ | per occurrence |
| | \$ | aggregate |
- ☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)**
- | | | |
|--|----|----------------|
| | \$ | per occurrence |
|--|----|----------------|
- X** **WORKERS COMPENSATION:**
- | | |
|--|------------------|
| | Statutory amount |
|--|------------------|

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|----|----------------|
| Bodily injury, liability, including death | \$ | per occurrence |
| | \$ | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | aggregate |
- ☐ BUSINESS AUTOMOBILE LIABILITY: \$ per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- ☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$ _____) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.
- ☐ 4. Other (specify):.



AGENDA ITEM SUMMARY

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

3a
10/25/22

Department: Parks, Fair, & Facilities

WORK SESSION ☒ Meeting Date: 10-17-22

REGULAR AGENDA ☒ Meeting Date: 10.25.2022

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

Item Summary:

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

Documents exempt from public disclosure are attached: ☐

Executive summary:

In order to submit an RCO Boating Facilities Grant Application for Lake Pleasant Boat Launch, the Commissioners must sign an Applicant Resolution / Authorization (see attached)

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

The grant has a 25% match which has been budgeted for in the 2023 capital plan.

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

Sign the Applicant Resolution / Authorization

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Road
Department and Parks, Fair and Facilities Department

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

Date submitted: 10-10-22

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



Applicant Resolution/Authorization

Organization Name (sponsor) Clallam County Parks, Fair, & Facilities Department

Resolution No. or Document Name RCO Boating Facilities Grant

Project(s) Number(s), and Name(s) Lake Pleasant Boat Launch

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Don Crawford, Director Clallam County Park, Fair, & Facilities
Project contact (day-to-day administering of the grant and communicating with the RCO)	Don Crawford, Director Clallam County Park, Fair, & Facilities
RCO Grant Agreement (Agreement)	Don Crawford, Director Clallam County Park, Fair, & Facilities
Agreement amendments	Don Crawford, Director Clallam County Park, Fair, & Facilities
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only-If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only-If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Stallen 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



49
10/25/22

AGENDA ITEM SUMMARY

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

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date: 10/17/2022**

REGULAR AGENDA ☒ **Meeting Date: 10/25/2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Transportation would like a Temporary Construction Easement to use a portion of the Lake Aldwell boat launch for discharging groundwater from the construction site of the Elwha bridge and plant establishment. The term is until 12/31/2027. They will not restrict access to the public for parking or access to adjacent public lands.

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

None

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

Approve

County Official signature & print name: Steve Gray

A handwritten signature in black ink, appearing to read "Steve Gray".

Name of Employee/Stakeholder attending meeting: Steve Gray & Linda Capps

Relevant Departments: Roads

Date submitted: 10/11/2022

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

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Temporary Easement

Reference Number of Related Document: N/A

Grantor: Clallam County

Grantee: Washington State Department of Transportation

Legal Description: SWSE & SESW Section 21, Township 30 North, Range 7 West W.M.

Additional Legal Description is on Page 3 of Document.

Assessor's Tax Parcel Number: 073021340500

TEMPORARY EASEMENT

US 101 Elwha River Bridge Replacement MP 239.23 - MP 239.93

The Grantor, Clallam County, a political subdivision of the State of Washington, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, conveys and grants unto the State of Washington, acting by and through its Department of Transportation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of placing personnel and equipment on said lands for discharging groundwater from adjacent construction site and plant establishment.

Said lands being situated in Clallam County, State of Washington, as described in Exhibit A, attached hereto, and made a part of.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on 12/31/2027.

Grantee's use and occupancy of the said lands will not restrict access to the public for parking, turnaround at the end of Lake Aldwell Road and access to adjacent public lands.

Grantee shall provide Grantor written notice no less than 30 days in advance of Grantee's intent to exercise its rights under this Temporary Easement.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: _____, _____

By: _____
Name

By: _____
Name

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
Cyndi Booze, Olympic Region
Real Estate Services Manager

Date: _____

STATE OF WASHINGTON)
)
) ss
County of Clallam)

On this _____ day of _____, 2022 before me personally appeared _____ to me known to be the _____ of Clallam County, a political subdivision of the State of Washington, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Clallam County for the uses and purposes therein mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute said instrument.

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

Notary Public in and for the State of Washington,
residing at _____

My commission expires _____

EXHIBIT A

That portion of the Southwest Quarter of the Southeast Quarter and of the Southeast Quarter of the Southwest Quarter in Section 21, Township 30 North, Range 7 West W.M., Clallam County, Washington, described as follows:

Beginning at Engineer's Station 28 + 00 as described in Quit Claim Deed recorded March 18, 1968 under Auditor's File No.379986;

Thence North 36° 32' West, 50 feet;

Thence North 53° 28' East, 550 feet;

Thence South 36° 32' East, 53 feet, more or less, to the West edge of Lake Aldwell;

Thence Southwesterly along the West edge of said Lake to a point 50 feet, more or less, South 36° 32' East of the Point of Beginning;

Thence North 36° 32' West 50 feet, more or less, to the Point of Beginning.

Situate in the county of Clallam, State of Washington.

Grantor's Initials



REAL PROPERTY VOUCHER

DEPARTMENT OF TRANSPORTATION Real Estate Services PO Box 47338 Olympia, WA 98504-7338		GRANTOR OR CLAIMANT (NAME & ADDRESS) Clallam County 223 E. 4th St. Port Angeles, WA 98362		SWV NO.: SW000020043	
PROJECT NO. 310135F					
RW PLAN TITLE US 101 Indian Creek to Elwha River Vicinity					
FEDERAL AID NO. NHPP-0101(378)	PARCEL NO. 3-11126	WORK ORDER: RW5520	GROUP: 01	WORK OP: 0221	C.S.: 050115
		ORG NO.: 433101			
VOUCHER NO.:		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the State of Washington, that the same or any part thereof has not been paid, and that I am authorized to sign.			
		AMOUNT:		SIGNATURE IN INK FOR EACH CLAIMANT:	
				DATED	
LAND	\$48,000.00	SIGNATURE:			
IMPROVEMENTS	\$0.00				
DAMAGES:		PRINT NAME:			
COST TO CURE:	\$0.00	SIGNATURE:		DATED	
PROXIMITY:	\$0.00				
OTHER:	\$0.00				
SPECIAL BENEFITS	\$0.00	PRINT NAME:			
REMAINDER	\$0.00	SIGNATURE:		DATED	
DEDUCTIONS:					
AMOUNT PREVIOUSLY PAID	\$0.00	PRINT NAME:			
PERFORMANCE BOND	\$0.00				
SALVAGE AMOUNT	\$0.00	SIGNATURE:		DATED	
PRE-PAID RENT	\$0.00				
OTHER	\$0.00				
ADMINISTRATIVE SETTLEMENT	\$0.00	PRINT NAME:			
STATUTORY EVALUATION ALLOWANCE	\$0.00	ACQUISITION AGENT:		DATE	
ESCROW FEE	\$0.00	BY: Asmahan Ahmath			
REAL ESTATE EXCISE TAX	\$0.00	AUTHORIZED SIGNATORY FOR WSDOT:		DATE	
OTHER:	\$0.00	BY:			
		TOTAL AMOUNT DUE:		\$48,000.00	

MEMORANDUM

LONI GORES
Clerk of the Board

October 24, 2022



TO: Board of Commissioners, Administrator Sill

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been postponed on the October 25, 2022 regular agenda:

PUBLIC WORKS

- 4a Request for temporary easement from Washington State Department of Transportation to use a portion of Lake Aldwell boat launch for discharging groundwater



AGENDA ITEM SUMMARY

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

59
10/25/22

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 10/25/22

Required originals approved and attached? ☐

Will be provided on:

Item summary:

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

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on October 25, 2022.

Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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?** ☐

See attached Resolution

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

Approve the attached Resolution – Budget revisions.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)

Budget Revisions 10-25-22
Revised: 3-04-2019



BUDGET RESOLUTION _____, 2022

ADOPTING A BUDGET REVISION FOR THE DEPARTMENT/FUND LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, the following facts create a need for the budget revision shown below:

Department of Community Development – Lower Dungeness Floodplain – To ensure flood protection work is completed on Lower Dungeness River Project before the flood season begins in November 2022/\$4,434,997

2. The Budget Director has verified the accounting method for the budget revision listed and approved them by numbering and initialing the attached Budget Change Form.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the revision within the fund, department, or program budget shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 25th day of October 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: Budget Director
Treasurer
Affected Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 9/21/2022

Budget Hearing/Meeting Date: 10/25/2022

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

Budget Number xxxxx.xxx.	30301.331 ✓	Budget Name	DCD - Lwr Dungeness Floodplain ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331 ✓	DCD - Lwr Dungeness Floodplain ✓	33403.10.3146 ✓ /	Lwr Dungeness Floodplain Enhancement Imp	4,434,997 ✓
Total				4,434,997 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331 ✓	DCD - Lwr Dungeness Floodplain ✓	33315.61.4000 ✓ /	USFWS Lwr Dung Floodplain Reconnection	177,075
30301.331 ✓	DCD - Lwr Dungeness Floodplain ✓	33403.30.0030 ✓ /	RCO Lwr Dungeness Floodplain Restoration	4,257,922
Total				4,434,997 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Revision of grant revenue and grant projects required to ensure flood protection work is completed on the Lower Dungeness River Project before the flood season begins in November of 2022.

County Official Approval:

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

[Handwritten signature]

100



AGENDA ITEM SUMMARY

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

Oh
10/25/22

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 10/25/22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget reductions on October 25, 2022
Budget reductions – a reduction in revenues and/or expenditures.

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?** ☐

See attached Resolution

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

Approve the attached resolution – Budget reduction.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)



BUDGET RESOLUTION _____, 2022

ADOPTING THE BUDGET REDUCTION IN THE FUND LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, in open, public meeting, after proper notice, the following facts create the need for the budget reduction shown below:

Department of Community Development – Lower Dungeness Floodplain – Due to revised cost projection for 2022 and 2023, Lower Dungeness Floodplain will not be returning any funding back to General Fund Reserves in 2022/\$1,850,000 (1 of 2)

General Fund Reserves - Due to revised cost projection for 2022 and 2023, Lower Dungeness Floodplain will not be returning any funding back to General Fund Reserves in 2022/\$1,850,000 (2 of 2)

2. The Budget Director has verified the accounting method for these budget reductions and approved it by numbering and initialing the attached Budget Change Forms.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts a reduction within the funds, departments, or programs budgets as set forth in the attached Budget Change Forms.

PASSED AND ADOPTED this 25th day of October 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: Budget Director
Treasurer
Affected Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 9/21/2022

Budget Hearing/Meeting Date: 10/25/2022

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

Budget Number xxxxx.xxx.	30301.331 ✓	Budget Name	DCD - Lwr Dungeness Floodplain ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331 ✓	DCD - Lwr Dungeness Floodplain	59714.00.0080 ✓	Transfer to General Fund Reserves	1,850,000
Total				1,850,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331	DCD - Lwr Dungeness Floodplain	50800.00.0000	Ending Fund Balance	1,850,000
Total				1,850,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Due to the revised Lwr Dungeness Floodplain cost projection for 2022 and 2023, Lwr Dungeness Floodplain will not be returning any funding back to the General Fund Reserves in 2022. (1 of 2)

County Official Approval: _____

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

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 9/21/2022

Budget Hearing/Meeting Date: 10/25/2022

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

Budget Number xxxxx.xxx.	00100.293	Budget Name	General Fund Reserves
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	39714.00.0080	Transfer from Lwr Dungeness Floodplain	1,850,000
Total				1,850,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	1,850,000
Total				1,850,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Due to the revised Lwr Dungeness Floodplain cost projection for 2022 and 2023, Lwr Dungeness Floodplain will not be returning any funding back to the General Fund Reserves in 2022. (2 of 2)

County Official Approval: [Signature]
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]



AGENDA ITEM SUMMARY

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

5C
10/25/22

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 10-25-22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on October 24, 2022
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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?** ☐
See attached Resolution

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - supplemental appropriations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)



BUDGET RESOLUTION _____, 2022

ADOPTING A SUPPLEMENTAL BUDGET FOR DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, in open, public meeting, after proper notice, the following facts create a need for the Supplemental Budget Appropriations listed below:

Department of Community Development – Lower Dungeness Floodplain – To ensure flood protection work is completed on Lower Dungeness River Project before the flood season begins in November 2022/\$3,631,639

2. The Budget Director has verified the accounting method for the supplemental appropriations and approved it by numbering and initialing the attached *Budget Change Forms*.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the Supplemental Budget Appropriations for unanticipated state or federal funds shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 25th day of October 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

c: Budget Director
Treasurer
Affected Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 9/21/2022

Budget Hearing/Meeting Date: 10/25/2022

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

Budget Number xxxxx.xxx.	30301.331	Budget Name	DCD - Lwr Dungeness Floodplain
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331	DCD - Lwr Dungeness Floodplain	33403.30.0030	RCO Lwr Dungeness Floodplain Restoration	3,631,639
Total				3,631,639

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331	DCD - Lwr Dungeness Floodplain	55310.41.0020	Professional Services	1,797,371
30301.331	DCD - Lwr Dungeness Floodplain	50800.00.0000	Ending Fund Balance	1,834,268
Total				3,631,639

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional grant revenue for grant projects required to ensure flood protection work is completed on the Lower Dungeness River Project before the flood season begins in November of 2022.

County Official Approval: _____

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

101