



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of October 10 – 14, 2022

WORK SESSION – 9 a.m.

The work session convened at 9:02 a.m., Monday, October 10, 2022. Present were Commissioners Ozias, Johnson, and Peach and Administrator Sill.

Items of discussion per the agenda published September 1 were:

- Calendar/Correspondence
- Interlocal Agreement designating Salish Behavioral Health Administrative Services Organization (SBH-ASO) as the Olympic Opioid Abatement Council
- Pre-application questionnaire Office of Crime Victim Advocacy for STOP Formula Grant
- 2022 Olympic Peninsula Disc Golf Association volunteer update
- Resolution establishing government equipment rental schedule for year 2023
- Resolution modifying CR 6, 2022 regarding the temporary closure of Cooper Ranch Road – Road No. 20650
- Review updated Right of Way Procedures
- Resolution appointing Craig Jaeger to the Lodging Tax Advisory Committee
- Discussion on proposed budget reductions to be considered on October 25
- Discussion on proposed budget revisions to be considered on October 25
- Discussion of proposed supplemental appropriations to be considered on October 25
- Discussion of proposed budget emergencies to be considered on October 25
- Administrator and Chief Financial Officer submits recommended 2023 Budget for review

Meeting concluded at 12:57 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, October 11, 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

- Apryl Cramer, Port Angeles, commented on item 4b, Department of Community Development, class action lawsuit (see attached)
- Ed Bowen, Clallam Bay, commented on Cooper Ranch Road Resolution, item 3b
- Ariel Speser, Clallam County Jefferson Pro Bono Lawyers, requested that the Commissioners approve funding in Superior Court for Family Law Facilitator
- Stephanie Hyatt, requested that the Commissioners approve the funding in Superior Court for the Family Law Facilitator
- Michael Rigsby, commented on written procedures, item 4b
- Randy Simmons, Port Angeles, commented on item 4b
- Mary Telenick, Sequim, commented on the Department of Community Development (see attached)

CONSENT AGENDA

1a Approval of vouchers for the week of October 3

1b Approval of minutes for the week of October 3

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

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HEARING(S)

H1 Resolution Adopting Amendments to Policy 220 Classification, Work Hours, and Compensation

- ARS read the agenda item summary into the record

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

- CMO noted no one commented

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

H2 Ordinance repealing in its entirety Chapter 7.01 Junk Dealers – Secondhand Dealers

- ARS read the agenda item summary into the record

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

- CMO noted no one commented

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

PUBLIC COMMENT

- Ed Telenick, Sequim, commented on Hearing Examiner, Washington County Risk Pool liability coverage, Dungeness Levy Setback Project, class action lawsuit (see attached)
- Rondi Smith, Port Angeles, commented on a conditional use permit, class action lawsuit, Department of Community Development, Hearing Examiner
- Greg Madison, Blyn, commented on destroyed wetlands, Hearing Examiner, Department of Community Development, class action lawsuit, Midway Metals

REPORTS AND PRESENTATIONS

- CBP commented on Board of Natural Resources
- CRJ commented on Veteran's Stand Down Event

CONTRACTS AND AGREEMENTS

2a Agreement with Tacoma-Pierce County Health Department for Provider Resources Website

ACTION TAKEN: CRJm to approve, CBPs, mc

2b Agreement with Thurston County for Clallam County autopsies hosted by Thurston County facility

ACTION TAKEN: CRJm to approve, CBPs, mc

2c Contract with Port Angeles Public School District to provide mental health support services for school year 2022-2023

ACTION TAKEN: CRJm to approve, CBPs, mc

2d Contract amendment B with Salish Behavioral Health Administrative Services Organization for substance use disorder outpatient services

ACTION TAKEN: CRJm to approve, CBPs, mc

2e Contract amendment 7 with Department of Health to amend allocations and subtract \$436,601 from the previous amendment 6

ACTION TAKEN: CRJm to approve, CBPs, mc

ADMINISTRATION

3a Resolution appointing Paul Cunningham and Christia Skerbeck to the Clallam County Board of Health

ACTION TAKEN: CRJm to adopt, CBPs, mc

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3b Resolution appointing Jane Hielman to the Planning Commission
ACTION TAKEN: CRJm to adopt, CBPs, mc

3c Purchase order with CDW-G for Arctic Wolf renewal
ACTION TAKEN: CRJm to approve, CBPs, mc

COMMUNITY DEVELOPMENT

4a Resolution closing the Department of Community Development petty cash fund
ACTION TAKEN: CRJm to adopt, CBPs, mc

4b Final Binding Site Plan approval for Island View R.V. Park LDV 2021-00005 – Randy Simmons applicant

ACTION TAKEN: CRJm to approve, CBPs

BOCC held discussion

CRJ withdrew his motion, CBPs

ACTION TAKEN: CRJm to delay the final binding site plan for Island View R.V. Park LDV 2021-00005 for 1 month, CBPs, mc

PUBLIC WORKS

5a Call for hearing to be held Tuesday, November 8, 2022 at 10:30 a.m. to approve the Six-Year Transportation Improvement Program (TIP)

ACTION TAKEN: CRJm to issue notice, CBPs, mc

BUDGET

6a Notice that the following budget reductions will be adopted by Resolution on October 25:
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)

ACTION TAKEN: CRJm to issue notice, CBPs, mc

6b Notice that the following budget revisions will be adopted by Resolution on October 25:
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

ACTION TAKEN: CRJm to issue notice, CBPs, mc

6c Notice that the following supplemental appropriations will be adopted by Resolution on October 25:
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

ACTION TAKEN: CRJm to issue notice, CBPs, mc

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6d Resolution calling for a hearing to be held October 25 at 10:30 a.m. for 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

ACTION TAKEN: CRJm to issue notice, CBPs, mc

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, commented on code enforcement, ER&R vehicles, Clallam Bay / Sekiu proposed rates
- Ed Telenick, Sequim, commented on item 4b, code enforcement, Department of Community Development, Hearing Examiner
- Ed Bowen, Clallam Bay, commented 6-Year Transportation Improvement Program, Planning Commission
- Apryl Cramer, Port Angeles, commented on item 4b

Meeting concluded at 11:38 a.m. and continued to 9 a.m., Monday, October 17, 2022.

There are no Zoom chat logs for the week of October 10.

The Board of Commissioners attended a WSAC Virtual update, Coffee with Colleen, Sequim Noon Rotary Meeting, and KSQM Radio Show during the week of October 10.

PASSED AND ADOPTED this 18th day of October 2022.

ATTEST:

L. Gores

Loni Gores, CMC, Clerk of the Board



BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias
Mark Ozias, Chair

Randy Johnson
Randy Johnson

Bill Peach
Bill Peach

KEY TO ABBREVIATIONS:

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

m moved
mc motion carried
s seconded

Public comment
Oct. 11, 2022
Cramer, April

Gentleman,

Once again, I am writing to you to show you the fallacy in your argument and to go on the record I STRONG OPPOSE the decision about the fence and other issues with the RV Park. Mr. Meier you sent me the following email below. First, you referenced an email attachment in which you stated I sent you on 9/2/2022 with photo attachment. I have sent you many emails with photo attachments. Which one are you referring to because I sent you nothing on that date. So, while you are promising me there will be no misunderstandings, I am afraid your referencing an email I did not send on that date, is a huge misunderstanding. It would be helpful to be more specific in your emails, so I know which one you are referencing. Then there could be no misunderstandings.

Your email references special counsel. Who are you referring to? Because to date, you have not disclosed who this special counsel is. I believe I have a right to know who this is and what his findings were. Where is the report? My favorite part of this email is where you highlighted parts of the LAMIRD to prove your point. These highlights were important to the county to make the point in their direction but clearly this appears to be more the county's interpretation rather than the fact of the LAMIRD. Allow me to explain. My highlights are in blue.

(3) Buffer and screening required under this section should take advantage of natural topography or existing vegetation wherever possible. Where natural topography or existing vegetation is not available or insufficient, an opaque barrier of at least 10 feet high shall be installed no closer than one-half the width of the required setback, as follows:

(a) A hedge-like screen or a random or informal screen of evergreen or approved deciduous plant material of at least 15 feet wide, capable of providing a substantially opaque barrier year-round and attaining a minimum height of 10 feet within two years of planting.

(b) A landscaped earth berm with a maximum slope of three to one, rising no less than 10 feet above the existing grade of the lot line separating the zoning districts.

(c) Any combination of these methods, which may also include a solid wood and/or masonry fence or wall, that achieves a cumulative opaque barrier of at least 10 feet high. When a fence or wall is used, it must be landscaped on the outside so that there will be a substantially opaque vegetative barrier year-around within two years of planting that masks at least 50 percent of the fence or wall.

Again, the legal definition in cases like this of an opaque barrier is no light can be seen through it. You quote a hedge like screen. Where is this hedge like screen? In your meeting that I was not allowed to speak at, one person discusses vegetation that dies being an issue for the county in other areas. Mr. Simmons has trees every 6 to 8 feet. Cedar trees. These trees will never grow to accomplish a 10 foot barrier, nor will this vegetation cover over 50 percent in two years. Matter of fact, these trees keep dying, they are so close to the property line that they will

come over onto my property at some point, if they manage to stay standing on that graded section he planted them on. Second, you are trying to use the grading of the property as the requirement for the LAMIRD. The LAMIRD as Ms. Clark stated in that meeting does not say slope. This is not in the language of the LAMIRD that you pointed out. He can use a combination of a earth berm **ABOVE the existing grade rising NO LESS THAN 10 feet.** The maximum slope of this berm must be a three to one ratio. To have a berm for this requirement he would have to put it on the existing grade, the existing grade that he graded it to be. He doesn't get to grade it and then claim the land below it. This logic is ridiculous at best. It is clear that the purpose of the LAMIRD is to give us a separation (Opaque Barrier) from this RV park but what your suggesting does not accomplish this.

To further this point, I will point out that the entire west side is approximately 500 feet. He has a wooden fence starting from Power Plant approximately 200 feet. This fence sits below the graded property because they were two separate parcels. He only graded one higher to overlook the drain field. Which means in this case, the RV's are almost equal to the top of this fence. Which means this fence that you are about to approve, is below the graded property, therefore it would need to come up another 14 feet to meet to even become equal to the six foot chain link fence. I have submitted a picture.



All I have heard from this county is the run around. How many of you have actually come out to the property and looked at it with your own eyes? You discuss fair with me, you want to be fair you said right? What is your definition of fair? It sure is not following the hearing examiners or policy or guidelines. Fair would have been to allow me to be at the hearing that the county violated my due process rights on. Fair would be to ask the hearing examiner back to clarify what he meant rather than guess. Fair would be to fix your mistake by violating my rights to due process and having another hearing. Fair would be for us to have the opportunity to speak about the issues. Fair would be to follow the hearing examiners orders to the letter instead of making it up as you go. Then after you deny our rights to be heard you give me three minutes to address it at a hearing that you have already decided the answer to and then tell us if we don't like it, we can go to Superior Court. Do you honestly believe that is fair?

Do you honestly believe anything that has been done is not only fair but legal?

We understand this RV park is here to stay. We just want you to be fair to our rights to sit in our backyard without looking at the persons in the RV eating dinner looking back at us. We just want our rights protected to not have water runoff and other debris onto our property ruining our investment and our lawnmowers. We would love it to be fair if the RV park people would not run their flashlights over the fence at night peering onto our property. The fence is low enough that people can look right over it. Bill Peach certainly could. Fair would be not having people at the RV park leaning over the fence with their kids to call to my animals. Fair would be not having trucks come in at all hours of the night leaving their lights on to shine through my daughters bedroom window on the second story. Fair would be to not have Mr. Simmons or his wife or his employees trespassing on our property because you required him to do landscaping that he cannot do because of the way he constructed his grading that you also allowed. Fair would be not to tell me that this is no longer your matter but a civil matter. Fair would be to shut down the park down, that is not even allowed to be up and operating but you allow that. Fair would be to make Mr. Simmons comply instead of brushing it off on another failed department. Mr. Simmons is up and operating when he is not authorized to do so, so there is no incentive he will ever comply. Why should he, he has no consequences.

Fair would be to get this taken care of before Mr. Simmons sells his RV park because he already has a buyer. Fair would be for the county to follow policy and not change the hearing examiners orders when they have no authority to do so. Fair would be to go to bed at night and not worry about the people coming into our yard to threaten us for taking these actions. Fair would be to not have our vehicles broken into because we took these actions.

Mr. Meier with all due respect, you have no idea what fair is. Fair would be for you to actually live up to your word to call and speak to me. You have yet to do so. Please Mr. Meier do not ever discuss fair with me. Fair would be for my PTSD Veteran husband who purchased this property as therapy to not have to deal with all the anxiety of the above. We both know that life is not fair, something that this county has proven to us on more than one occasion.

The only one that is benefiting from this is the county and Mr. Simmons and the other people we have just discovered you have also been equally fair to. There is a problem here, the DCD has violated several members of the communities' rights. At you're hearing you admitted this was wrong you all agreed with it and promised change some day in the future. That day will never come because you're the ones that caused all this fairness. Your all guessing what the hearing examiner meant. You're the one making these decisions based on your interpretations not what the hearing examiner put forth and not what the LAMIRDs did. The DCD and their failure to follow the hearing examiners orders and her changing those orders to appease Mr. Simmons caused all of this. The failure to give me my right to due process caused all of this and now you just want to tell us too bad, get a lawyer, take it to court...

Well, I guess that is the best advice you could have given me.

Statement of Mary Telenick presented to Commissioners on October 11, 2022
at BOCC meeting

Public comment
Oct 11, 2022
Telenick, Mary

Good morning Commissioners

My name is Mary Telenick and I live in Sequim Washington. My phone number is 360 683 1529.

I am here today speaking out because the County has created a situation that has turned our lives upside down. After almost two years of unsuccessfully trying to work with the County we have decided enough is enough.

The specifics of our case are well known to the Commissioners, the Administrator and most of the staff within the Department of Community Development so I will not go into details this morning. A good summary of our situation is readily available online under the archived BOCC meeting minute notes of July 5, 2022 as part of the public record if anyone is interested in learning more.

Basically the County has refused to follow their own laws, they illegally overrode a Hearings Examiner order, and eventually subjected us to retaliatory behavior by the DCD instead of dealing with the problems they created. This is all because we attempted to rectify boundary lines by obtaining a legal survey.

The DCD has entangled us in a mess that has reduced our property values by \$150,000. It has cost us almost \$30,000 of our retirement savings and almost two years of our lives of living in an unsafe neighborhood that has been the subject of over 70 Sheriffs calls, many involving felonies. Environmental damage has resulted because of this situation and the "broken window theory" that the County references on their own web page is on full display in our neighborhood.

In the meantime, the criminals who created this situation have been given free dumpsters, multiple vehicle affidavits, offered housing, counseling, a free Hearings Examination and have not paid a dime in fines that should total \$10k by now.

The violators have not been held to any account for lying under oath and ignoring Code Enforcement deadlines. In an attempt to hide their mistakes, the County actually falsified information that allowed a permit to be granted on a house that should have been torn down due to the extent of damage it had. Despite all of this we are being treated as the problem.

Now, in order to remedy this situation, we have been told our only recourse is to sue the very government we entrusted to protect us. This is incredible as the County actually made most of this mess and now wants us to pay for a lawyer to sue the same County whose lawyers salaries we would also be paying for.

Thankfully(or sadly), it turns out there are others who are facing similar problems with the County and we are finally uniting and plan on exposing what you have allowed to happen to all of us. Nobody wanted this to result in Court action but at this point a class action suit seems like the only way for a group of citizens to affordably receive justice and shine a light on what is happening in Clallam County. Thank you

Description	Total Amount	Vendor #	Vendor Name	Document Group	Check Transfer	Check Transfer E ▲
CMP2019-00177, CMP2017-00059,	2,250.00	0036677	SOUND LAW CENTER	dcook	9857858	2/4/2020
VAR2019-00006	2,250.00	0036677	SOUND LAW CENTER	dcook	9858940	2/25/2020
CMP2019-00080, CMP2017-00059,	2,250.00	0036677	SOUND LAW CENTER	dcook	9860350	3/24/2020
CUP2020-00002	2,250.00	0036677	SOUND LAW CENTER	dcook	9861562	4/28/2020
CUP2018-00010	2,250.00	0036677	SOUND LAW CENTER	dcook	9865518	7/21/2020
LDV2020-00001, LDV2018-00034	4,500.00	0036677	SOUND LAW CENTER	dcook	9866985	8/25/2020
LDV2020-00015, CUP2020-00004	4,500.00	0036677	SOUND LAW CENTER	dcook	9868165	9/22/2020
CODE COMPLIANCE HEARINGS	2,250.00	0036677	SOUND LAW CENTER	dcook	9869307	10/20/2020
CODE COMPLIANCE HEARINGS, CUP2020-00005	4,500.00	0036677	SOUND LAW CENTER	dcook	9870932	11/24/2020
VAR2020-00001	2,250.00	0036677	SOUND LAW CENTER	dcook	9872186	12/29/2020
CODE COMPLIANCE HEARINGS	2,250.00	0036677	SOUND LAW CENTER	dcook	9873310	1/26/2021
VAR2020-00001, CUP2020-00006,	6,750.00	0036677	SOUND LAW CENTER	dcook	9874843	3/2/2021
CUP2021-00007, VAR2021-00001	4,500.00	0036677	SOUND LAW CENTER	dcook	9875594	3/23/2021
SHR2020-00002, CODE COMPLIANCE HEARINGS	4,500.00	0036677	SOUND LAW CENTER	dcook	9877034	4/27/2021
LDV2021-00002	2,250.00	0036677	SOUND LAW CENTER	dcook	9878238	5/25/2021
LDV2021-00005	2,250.00	0036677	SOUND LAW CENTER	dcook	9879405	6/22/2021
LDV2020-00024, CUP2020-00008	4,500.00	0036677	SOUND LAW CENTER	dcook	9880965	7/27/2021
CUP2021-00001	2,250.00	0036677	SOUND LAW CENTER	dcook	9883181	9/21/2021
CUP2018-00006, CUP2021-00002	4,500.00	0036677	SOUND LAW CENTER	dcook	9885685	11/23/2021
LDV2021-00032	2,250.00	0036677	SOUND LAW CENTER	dcook	9888439	2/1/2022
CUP2021-00004	2,250.00	0036677	SOUND LAW CENTER	dcook	9889740	3/1/2022
CUP2021-00008; CUP2021-00005	4,425.00	0036677	SOUND LAW CENTER	dcook	9891145	4/5/2022
LDV2021-00030; LDV2021-00034;	7,500.00	0036677	SOUND LAW CENTER	dcook	9892374	5/3/2022
CUP2021.00007, CUP2021-00006,	9,000.00	0036677	SOUND LAW CENTER	dcook	9893241	5/24/2022
CUP2022-00004; CUP2022-00001;	9,420.00	0036677	SOUND LAW CENTER	dcook	9894960	7/5/2022
Count: 26						
Filter is Empty						

Public Comment
Oct. 11, 2022
Ed Telenich

OVERALL EXPENSE 2/4/20 → 8/9/22 - \$109,095
? CMP/CODE HEARINGS \$18,000 - REVENUE FINES
COLLECTED - \$0??

Invoice History Browse
CLALLAM COUNTY

Description	Total Amount	Vendor #	Vendor Name	Document Group	Check Transfer	Check Transfer E ▲
CUP2022-00002; CUP2022-00003;	11,250.00	0036677	SOUND LAW CENTER	ldcook	9896469	8/9/2022
Count: 26						
<Filter is Empty>						



WASHINGTON COUNTIES RISK POOL

Created by Counties for Counties

2021-22 MEMORANDUM OF LIABILITY COVERAGE

**Washington Counties Risk Pool
2558 R.W. Johnson Road SW, Suite 106
Tumwater, WA 98512-6103
360-292-4500, FAX 360-292-4501
www.wcrp.info**

**MEMORANDUM OF
LIABILITY COVERAGE
FOR THE
WASHINGTON COUNTIES RISK POOL
JOINT SELF-INSURANCE
LIABILITY PROGRAM**

NOTICE: THE FOLLOWING LIABILITY COVERAGES ARE PROVIDED BY THE WASHINGTON COUNTIES RISK POOL, A JOINT SELF-INSURANCE PROGRAM AUTHORIZED BY RCW 48.62.031, IN CONSIDERATION OF THE ASSESSMENTS CONTRIBUTED BY THE MEMBER COUNTIES AND THEIR STATUS AS SIGNATORY PARTIES TO THE INTERLOCAL AGREEMENT. THE WASHINGTON COUNTIES RISK POOL IS NOT AN INSURANCE COMPANY, AND THIS DOCUMENT IS NOT AN INSURANCE POLICY.

COVERAGE FORM

1. **JOINT SELF-INSURING AGREEMENT:** The Washington Counties Risk Pool ("Pool" or "WCRP") shall pay on behalf of the member county and other protected parties identified in Section 2 below, subject to the terms and conditions of this Memorandum of Liability Coverage ("MLC"), all sums of monetary damages which a protected party shall become obligated to pay by reason of liability imposed by law or by reason of liability assumed under an indemnity contract for bodily injury, personal injury, property damage, errors and omissions, and advertising injury caused by an occurrence during the MLC period and occurring anywhere in the world, but only if a suit arising out of such occurrence is brought in the United States or Canada. The Pool may at its discretion investigate any occurrence and settle any claim or suit that may result and shall defend any suit against the protected party seeking monetary damages on account of any of the five coverages identified above, or any combination thereof.

A. Monetary damages shall include:

1. All judgments, settlements, **defense costs**, and expenses incurred by the Pool, all costs taxed against the **protected party** in any **suit** defended by the Pool, and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Pool has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Pool's liability thereon;

2. Premiums on appeal bonds required in any such **suit**, and premiums on bonds to release attachments in any such **suit** for an amount not in excess of the limit of liability of this MLC, but the Pool shall have no obligation to apply for or furnish any such bonds; and

3. Expenses incurred by the **protected party** for first aid to others at the time of an **occurrence of bodily injury** to which this MLC applies; and

4. Reasonable expenses incurred by the **protected party** at the request of the Pool to assist the Pool in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$250 per day because of time off from work.

However, the amount the Pool shall be obligated to pay for monetary damages is limited as set forth in Section 3 below, and any defense provided by the Pool is fully satisfied and discharged when the Pool has used up the limit of liability coverage in the payment of judgments, settlements, **defense costs** or expenses under this MLC. This applies to both claims and **suits** pending at that time and any filed thereafter arising out of the same **occurrence**.

B. Monetary damages shall not include:

1. **Penalties**; and
2. **Nominal Damages**.

C. Except as enumerated in this subsection, this MLC does not apply to claims, **suits**, demands or actions seeking relief or redress in any form other than monetary damages. Nor does this MLC pay for any fees, costs or expenses (including **defense costs**) which a **protected party** may become obligated to pay as the result of an adverse judgment for declaratory or equitable relief. However, subject to all of the other terms and conditions of this MLC, the Pool shall pay **defense costs** for **suits** requesting declaratory or equitable relief in addition to a request for monetary damages.

D. If, under any circumstances, it is determined that any employee of the **member county** is injured in the course of his or her employment but is not limited to the benefits provided by the workers' compensation law, then this MLC shall cover the legal liability of the **member county** for such **bodily injury**, disease, or death and pay on behalf of the **member county** all sums which the **member county** shall become legally obligated to pay as damages and expenses, except as otherwise provided by the MLC.

2. Oral or written publication of material whose first publication took place before the beginning of the MLC period.

However, any fact pertaining to any one **protected party** shall not be imputed to any other **protected party** for the purpose of determining the application of this exclusion.

I. Revenue Refunds. Refund of taxes, fees or assessments.

J. Punitive Damages. Liability for punitive or exemplary damages, except to the extent that the **member county** is legally liable therefore, because of the conduct of its officers, employees or volunteers. The exception to this exclusion does not apply to any agreement by a **member county**, pursuant to RCW 4.96.041 or otherwise, to pay an award for punitive or exemplary damages entered against an officer, employee, volunteer or any other individual or organization other than the **member county** itself.

K. Improper Financial Gain. Liability arising in whole, or in part, out of any **protected party** obtaining remuneration or financial gain to which the **protected party** was not legally entitled. However, any fact pertaining to any one **protected party** shall not be imputed to any other **protected party** for the purpose of determining the application of this exclusion.

L. Willful Penal Violations and Fraud. Liability arising out of the willful violation of any penal statute or ordinance or liability for acts of fraud committed by or at the direction of any **protected party**.

M. Asbestos.

1. Any liability for **property damage** or **bodily injury** at any time arising out of the manufacture, mining, use, sales, installation, removal or distribution of, or exposure to, asbestos, asbestos products, asbestos fibers or asbestos dust; or

2. Any obligation of the **protected party** to indemnify any party because of damages arising out of such **property damage** or **bodily injury**, at any time as a result of the manufacture, mining, use, sales, installation, removal or distribution of, or exposure to, asbestos, asbestos products, asbestos fibers or asbestos dust; or

3. Any obligation to defend any **suit** or claim against the **protected party** alleging **bodily injury** or **property damage** and seeking damages, if such **suit** or claim arises from **bodily injury** or **property damage** resulting from or contributed to or by any and all manufacture, mining, use, sales, installation, removal or distribution of, or exposure to, asbestos, asbestos products, asbestos fibers or asbestos dust.

N. Willful Civil Violations. Liability arising out of the willful or wanton violation of any civil statute, ordinance or regulation.

O. War and Uprisings. Liability due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

P. Expected or Intended Acts. **Bodily injury**, **property damage**, or **errors and omissions** expected or intended from the standpoint of the **protected party**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of force to protect persons or property.

Q. Official Bonds. Liability of the **protected party** or a surety for the **protected party** arising out of any claim, **suit**, demand, or action to recover on an official bond.

R. Budget Over-expenditures. Liability of the **protected party** or a surety for the **protected party** arising out of expenditures made, liabilities incurred, or warrants issued in excess of budget appropriations.

S. Sale of Alcoholic Beverages. Liability arising out of the sale of alcoholic beverages by any **protected party**.

T. Nuclear Energy. This MLC shall not apply to **bodily injury**, **personal injury**, **property damage**, **errors and omissions** or **advertising injury**:

1. With respect to which the **member county** under the MLC is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be insured under any such policy but for its termination upon exhaustion of its limit of liability; or

2. Resulting from the hazardous properties of nuclear material and with respect to which:

E. An **occurrence** that takes place during more than one MLC period will be deemed for all purposes to have taken place during the most recent MLC period in which any part of the **occurrence** took place and shall be treated as a single **occurrence** during such MLC period. No **occurrence** will be deemed to have taken place after the **protected party** has knowledge of the alleged **bodily injury, property damage, personal injury, errors and omissions, or advertising injury** that gave rise to the **occurrence**.

2. PROTECTED PERSONS AND

ORGANIZATIONS: This MLC shall provide liability coverage to:

A. The county identified as a **member county** in the Declarations;

B. All past and present employees, elected and appointed officials, and volunteers, whether or not compensated, while acting, or in good faith purporting to act, within the scope of their official duties for the **member county**, or on its behalf, including, but not limited to, all commissions, agencies, districts, authorities, boards (including the governing board) or similar entities which operate under the **member county's** supervision or control. This includes, but is not limited to, the following:

1. The "local health officer" as defined by RCW 70.05.050, and the "administrative officer" as defined by RCW 70.05.040.

2. With respect to any **automobile** owned or leased by the **member county** or loaned to or hired for use by it or on its behalf, any person while operating, maintaining or using such **automobile** with the permission of the **member county** and any person or organization legally responsible for such permissive operation, maintenance or use, but this coverage does not apply to:

a. Any person or organization, or any agent or employee thereof, operating an **automobile** sales agency, repair shop, service station, storage garage or public parking place with respect to an **occurrence** arising out of the operation thereof; or

b. The owner or any lessee, other than the **member county**, of any **automobile** hired by or loaned to the **member county** or to any agent or employee of such owner or lessee; provided, however, that such liability coverage as is provided by this

MLC involving the operation, maintenance or use of an **automobile** shall be excess to any other collectible liability coverage or insurance available to the **protected party**.

3. The Pool, all directors, officers, employees, and agents of the Pool, all persons serving at the request of the Pool, and all persons serving at the request of the Pool as members, directors, officers, employees, agents, or trustees of another pool, corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, but only while acting in an official capacity therefor.

4. Spouses and registered domestic partners of **protected parties** but only for vicarious liability for an **occurrence** imposed by virtue of the community property laws of the state.

3. LIMIT OF LIABILITY COVERAGE:

A. The total limit of liability coverage of the Pool under this MLC for monetary damages resulting from any one **occurrence** shall not exceed Ten Million Dollars (\$10,000,000). This shall be true regardless of:

1. The number of persons or organizations who are **protected parties** under this MLC;

2. The number of coverages provided under this MLC;

3. The number of claims made, and **suits** brought against any or all **protected parties**; and

4. The number of persons or organizations making claims or bringing **suits**.

B. In determining the limit of liability of the Pool, all injuries, damages and losses arising out of continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one **occurrence**.

C. There is no limit to the number of **occurrences** during the MLC period for which claims may be made.

4. **DEDUCTIBLE:** After the Pool pays monetary damages on behalf of the **member county** or other **protected parties**, the **member county** shall reimburse the Pool for the total expended by the Pool up to the amount of the **member county's** deductible specified in the Declarations.

5. **EXCLUSIONS:** This liability coverage does not apply to:

A. **Aircraft Activities.** Liability arising out of the ownership, maintenance, loading or unloading or operation of any **aircraft**. This exclusion also applies to the operation of any airfields, runways, hangers or buildings, used in connection with the ownership, maintenance, loading or unloading or operation of any **aircraft**. This exclusion does not apply to **unmanned aircraft**.

B. **Employment Relations.**

1. Any obligation of the **protected party** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

2. Except as provided in section 1.D and except for claims brought under the Jones Act, 46 USC § 688, **bodily injury** to an employee of any **member county** arising out of and in the course of employment by the **member county**. This exclusion shall not apply to a third-party claim brought by an employee of one-**member county** against a separate **member county**.

3. **Bodily injury** suffered or caused by any person knowingly employed by the **member county** in violation of any law as to age, or under the age of fourteen (14) years regardless of any such law.

4. Any claim recoverable under the insurance provisions of any workers' compensation or occupational disease law or under the United States Longshore and Harbor Workers' Compensation Act or any other insurance available for the protection of the **member county**.

5. Any premium, assessment, penalty, fine or other obligation imposed by any workers' compensation law.

6. Any claim for **bodily injury** with respect to which the **member county** is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of the workers' compensation laws of the State of Washington.

7. Salary or wages owed at the time of the event giving rise to the claim.

8. Benefits payable under an employee benefit plan.

9. Liability imposed under the Employee Retirement Income Security Act of 1974 and any law amendatory thereof.

10. Liability of a **protected party for personal injury, advertising injury or errors and omissions** if such liability is alleged by another **protected party** and arises out of conduct that, based upon an objective standard, is wanton, willful, reckless, malicious, or grossly negligent. This exclusion shall not apply to the **member county**. Without limiting the foregoing in any manner, the Pool shall have the right and duty to defend any such **suit** brought against a **protected party**.

C. **Pollutants.**

1. Liability arising out of the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**:

a. At or from premises owned, rented or occupied by the **protected party**.

b. At or from any site or location used by or for the **protected party** or others for the handling, storage, disposal, processing or treatment of waste.

c. Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **protected party** or any person.

d. At or from any site or location on which the **protected party** or any contractor(s) or subcontractor(s) working directly or indirectly on its behalf are performing operations:

i. If the **pollutants** are brought on to the site or location in connection with such operations, or

ii. If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

Paragraph 1 of this exclusion does not apply to:

(1) Loss or injury caused by heat, smoke or fumes from a **hostile fire**.

(2) Liability for **personal injury** or **bodily injury** and **property damage** arising out of collision, upset or overturn of any **automobile** or **mobile equipment**.

(3) Liability arising out of acts or omissions of **member county** noxious weed control boards acting pursuant to RCW 17.10 RCW, and **member county** employees' roadside spraying, provided such spraying was performed while acting, or in good faith purporting to act, within the scope of their official duties.

(4) Liability for **property damage** to a building or its contents arising out of the back-up or reverse flow of **sewage** that originates in any facility, sewers, or piping owned, operated or maintained by the **member county**.

(5) Liability for **property damage** arising out of the release or escape of **sewage** from sewers or piping owned, operated or maintained by a **member county**, if such release or escape is:

(a) not on the premises owned, rented, occupied or controlled by the **member county**, and

(b) the release or escape begins and ends within 72 hours.

For purposes of subsections (4) and (5) above only, the Pool's total limit of liability for any such **property damage** shall be \$1,500,000 each **occurrence** and \$2,500,000 in the Aggregate notwithstanding Section 3.A of this MLC.

2. Any loss, cost or expense arising out of any governmental direction or request that a **protected party** tests for, monitors, cleans up, removes, contains, treats, detoxifies or neutralizes **pollutants**.

D. Watercraft. Liability arising out of ownership, maintenance or use, including loading or unloading, of watercraft over forty-nine (49) feet in length.

E. Property Loss. **Property damage** to:

1. Property owned by the **member county**, or

2. Property rented or leased by the **protected party** where it has assumed liability for damage to or destruction of such property unless it would have been liable in the absence of such assumption of liability, or

3. Property in the care, custody or control of the **protected party**. This exclusion does not apply to non-owned **automobiles**, recreational **vehicles** or boats and trailers that are in the care, custody or control of the **member county** or in the **member county's** custody as part of the operations of impound lots or seizure activities.

F. Taking of Property. Liability arising out of or in any way connected with any operation of the principles of eminent domain, condemnation proceedings or **inverse condemnation**, by whatever name called, and whether or not liability accrues directly against any **member county** by virtue of any agreement entered into by or on behalf of any **member county**.

G. Certain Municipal Activities. Liability arising out of:

1. The activities of a Public Housing Authority, as defined in RCW 35.82, or

2. The activities of a Public Transit Authority, as defined in RCW 36.57.020 or Public Transportation Benefit Area Authority, as defined in RCW 36.57A.010, or

3. Ferry Systems, or

4. Sanctioned **Vehicle** Racing events at designated **vehicle** racing facilities, or

5. Horse Racing licensed by the Washington Horse Racing Commission pursuant to Chapter 67.16 RCW, or

6. Carnival or Mechanical Amusement Devices, or

7. Rodeos.

8. The operation of designated daycare and/or childcare facilities.

This exclusion G shall not apply to liability to spectators arising out of **vehicle** racing, horse racing, carnival or mechanical amusement devices, or rodeos.

H. Publication of Material. **Personal injury** or **advertising injury** arising out of:

1. Oral or written publication of material, if done by or at the direction of the **protected party** with knowledge of its falsity, or

**Letter concerning transparency and truthfulness of the non debatable emergency of the
Dungeness River Levee Project**

I am submitting this letter along with a couple iterations of a resolution item that has been the subject of much consternation and discussion at several work sessions and board meetings. It is related to the lower Dungeness River Levee Setback project.

While I do not understand the intricacies of this complex project I did listen to what happened at the July 5th meeting with the Jamsestown tribe and I believe the County changed important facts to support their needs to obtain funds and bypass competitive bids using a non debatable emergency. The meeting with the tribe was contentious and ended with representatives walking out in disgust.

While I do not have problems with the rejection of the single bid that would have cost taxpayers millions of extra dollars, I do have serious concerns with how the process was conducted and taxpayers are now on the hook for a stop gap measure that was created in part by the Counties mistakes.

The County Attorney Dee Boughton made it clear during the August 1st work session that it was necessary to skew the facts or risk the ability to obtain emergency funds and possibly lose grant funding. The resolution was modified using smoke and mirrors to allow the County to obtain funds under the guise of an unpreventable emergency.

Additionally, when I went back to review the July 5th BOCC meeting the video file, it turns out that most of it is missing. While I was told this was due to errors with Granicus, it is deeply concerning that this important conversation is not available for viewing.

I have obtained an audio file via a PRR request but it is not readily available to the public.

This issue may seem disconnected from other public comments received today and likely makes little sense to viewers that may be watching today's meeting but it represents one more area where the County is employing tactics to mislead the public and protect themselves.

While their intentions may be noble their methods are not and are very much aligned with what we have experienced in our interactions with the DCD.

Ed Telenick



48 min of 9/1/22 → Hansi Statement
59 min - Dec

RESOLUTION _____, 2022

DECLARING AN EMERGENCY RELATED TO THE
DUNGENESS LEVEE SETBACK PROJECT

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Whereas, Clallam County and the Jamestown S'Klallam Tribe are each working on different sections of large collaborative floodplains restoration projects on the lower Dungeness River with the County working on the northern section (known as the Lower Dungeness Floodplain Restoration) and the Tribe working on the southern section (called the "Rivers Edge" project); and
2. Whereas, the project involves construction of a new levee set back further away from the river, and removal of original levee, to allow for a wider floodplain and the formation of side channels and wetlands, important habitat for salmon, other fish, wildlife, and waterfowl; and
3. Whereas, as part of the Rivers Edge project, a section of original levee was removed prior to completion of the new levee and associated work by the County; and
4. Whereas, removal of this levee section prior to completion of new levee construction by the County was beyond the control of the county, and said removal creates a real danger, and significant and unacceptable flood risk for the community neighboring the lower Dungeness River until construction of the new levee and other work (removal of northern section of original levee, etc.) is completed; and
5. Whereas, there is an urgency to complete this work during the dry season because failure to construct the new levee and associated work prior to the wet season will likely result in material loss and/or damage to property, bodily injury or death if action is not taken immediately; and
6. Whereas, there is additional urgency to expedite project completion so as not to jeopardize the ability to fully utilize the state funding that has been allocated for this project; and
7. Whereas, the original bid for completion of this work was rejected due to insufficient available funding to meet the scope of work outlined in the bid; and
8. Whereas, the Jamestown S'Klallam Tribe has offered financial and other assistance to help complete work on the northern (County) part of the project; and
9. Whereas the County must hire a construction contractor as soon as possible to complete this work, and there isn't time remaining in the dry season for the county to observe the standard competitive bidding process for hiring a contractor;

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

1. Upon finding the foregoing, an Emergency is hereby declared, pursuant to Clallam County policy 560.42b.
2. Pursuant to this resolution, all provisions for the remediation of this emergency found in section 560.42b are available and applicable.

PASSED AND ADOPTED this 2nd day of August 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, District 1

Randy Johnson, District 2

Bill Peach, District 3

ATTEST:

Loni Gores, CMC, Clerk of the Board

Emergency declaration
500K

meeting 8/1/2022

"No budget discussion"
7/1/22

8
8/1/22
29



AGENDA ITEM SUMMARY

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

Department: BOCC/DCD/PW

WORK SESSION ☒ Meeting Date: 8.1.2022

REGULAR AGENDA ☒ Meeting Date: 8.2.2022

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:

Discussion and request the Board of Commissioners to pass an Emergency Resolution which will help expedite the Lower Dungeness Floodplain Restoration Project.

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

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

County Official signature & print name:  Mark Ozias, Commissioner

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Department of Community - Joel Green/Rebecca Mahan, Joe Donisi - Public Works/Road Department

Relevant Departments: Board of Commissioner, Department of Community Development, Public Works/Road Department

Date submitted: 7-27-22

- * 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)

Lower Dungeness Restoration Project 8-2-22
Revised: 3-04-2019

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



RESOLUTION _____, 2022

Declaring an Emergency Related to the
Dungeness Levee Setback Project

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Whereas, Clallam County and the Jamestown S'Klallam Tribe are each working on different sections of a large collaborative floodplains restoration projects on the lower Dungeness River; with the County working on the northern section (known as the Lower Dungeness Floodplain Restoration) and the Tribe working on the southern section (called the "Rivers Edge" project); and
2. Whereas, the project involves construction of a new levee set back further away from the river, and removal of original levee, to allow for a wider floodplain and the formation of side channels and wetlands, important habitat for salmon, other fish, wildlife, and waterfowl; and
3. Whereas, as part of the Rivers Edge project, a section of original levee was removed prior to completion of the new levee and associated work by the County; and
4. Whereas, ~~removal of this partial removal of the river's edge section of the levee levee section was authorized by Army Corps of Engineers (USACE), and therefore was outside the control of Clallam County prior to completion of new levee construction by the County was beyond the control of the county, and said removal~~ This creates a real danger, and significant, potential and unacceptable flood risk for the community neighboring the lower Dungeness River until construction of the new levee and other work (removal of northern section of original levee, etc.) is completed; and
5. Whereas, there is an urgency to complete this work during the dry season because failure to construct the new levee and associated work prior to the wet season ~~could potentially will very likely~~ will likely result in material loss and/or damage to property, bodily injury or death if action is not taken immediately; and
6. Whereas, there is additional urgency to expedite project completion substantially complete the project by June 2023 so as not to jeopardize the ability to fully utilize the state funding that has been allocated for this project; and
- 5.7. Whereas, the original bid for completion of this work was rejected due to insufficient available funding to meet the scope of work outlined in the bid; and
- 6.8. Whereas, the Jamestown S'Klallam Tribe has offered financial and other assistance to help complete this work on the northern (County) part of the project; and
- 7.9. Whereas the County must hire a construction contractor as soon as possible to complete this work, and there isn't time remaining in the dry season for the county to observe the standard competitive bidding process for hiring a contractor,

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

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BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, District 1

ATTEST:

Randy Johnson, District 2

Loni Gores, CMC, Clerk of the Board

Bill Peach, District 3

DRAFT