



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, September 5, 2023 – 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: <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

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

Administration ? 9 a.m.

1. [Calendar/Correspondence](#)
2. [Rental Agreement with Richard B. Beers for leased hanger space in Sequim](#)
[Rental agreement](#) 
3. [Agreement amendment B with Department of Commerce for Multi-Jurisdictional Gang-drug Task Force](#)
[Agreement amendment B](#) 

Community Development

4. [Department of Community Development request to hire replacement personnel](#)
[Discussion and next steps](#) 

Board of Commissioners

5. [Letter to Commissioner of Public Lands regarding Ode to Joyce timber sale \(1d\)*](#)
[Letter](#) 
6. [Discussion regarding Washington State Association of Counties participation](#)
[Discussion and next steps](#) 

General Discussion/Items for Future Agendas

- A. Department of Transportation Highway 101 Project Discussion (September 25 at 9 a.m.)
- B. Joint Meeting with the Port of Port Angeles (October 23 at 11 a.m. at BOCC)
- C. Department of Natural Resources Quarterly Report Meeting (November 20 at 1 p.m.)
- D. Department of Transportation Highway 101 Project Discussion (December 11 at 9 a.m.)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) **SEP 05 2023**

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 9/5/23

REGULAR AGENDA ☒ **Meeting Date:** 9/12/23

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

Item summary:

- ☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 11003-23-01
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Clallam County Sheriff's Office houses it's marine patrol boat in a leased hanger space in Sequim. Both our department and the property owner wish to continue this agreement. Since our previous lease agreement expired this year and both our department and the property owner wish to continue our arrangement, this new contract will replace it. The monthly rate has been adjusted and the duration made indefinite unless cancelled.

Budgetary impact: The new monthly rate has increased by \$20, or \$240 annually, which has been included in the 2024 budget packet.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 8/29/23

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

Revised: 3-04-2019

RENTAL AGREEMENT

This agreement is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter designated the "Tenant") and Richard B. Beers of 48 Box Elder Drive, Paonia, CO 81428, (hereinafter designated the "Landlord").

In consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Landlord hereby rents to the Tenant the following described premises: Hanger space located at 403 Kitfox Lane, Sequim, WA.

RENTAL RATE

2. The Tenant shall pay rent to the Landlord for the premises at the following rate:

\$545.00 per month

Payment in the amount of \$545.00 shall be paid monthly, in advance to the Landlord prior to the 1st day of each month.

Future changes to the agreed upon rental rate can be effected by mutual written agreement of the Landlord and the Clallam County Sheriff's Office on behalf of Clallam County, without altering other conditions or terms of this agreement.

DURATION OF AGREEMENT

3. This Agreement shall be effective on the 1st of July, 2023, and will remain in effect unless terminated by either party with a minimum 90 days written notice.

USE OF PREMISES

4. The Tenant shall not use said premises for any purpose other than that of a storage facility for boats, trailers, and boating supplies and equipment. The premises shall be used for no other purposes. The Tenant represents that the premises may lawfully be used for such purpose. The Tenant shall not use the premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device except for marine related fuels and supplies.

ORDINANCES AND STATUTES

5. The Tenant agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.

RB 8/3/23

The Landlord shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of such premises.

CARE AND MAINTENANCE

6. The Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Tenant shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundations which shall be maintained by the Landlord. Tenant shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by the Landlord.

ASSIGNMENT AND SUBLETTING

7. The Landlord consents to the Tenant subletting use of the building to the Washington State Department of Fish and Wildlife for the purposes stated in Paragraph 5 USE OF PREMISES. The Tenant shall not further assign this lease or sublet any portion of the premises without prior written consent of the Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and at the option of the Landlord may terminate this lease.

UTILITIES

8. The Tenant shall pay for electricity and sewer utilities supplied to the premises. Water is supplied by a well at no cost to the Tenant.

ACCESS

9. The Landlord reserves the right of access to the premises for the purposes of: (a) Inspection; (b) Repairs, alterations or improvements; (c) To supply services; or (d) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Access shall be at reasonable times except in case of emergency or abandonment. Access shall be coordinated in advance with a Clallam County Sheriff's Office member.

ALARM SYSTEM AND LOCKS

10. The Tenant shall be allowed to install an alarm system on the premises. The alarm system will be the property of the Tenant and will be removed upon vacation by the Tenant. The Tenant shall provide locks on the outside entrances to maintain

RB 8/3/23

security of the building. Upon vacation by the Tenant, the Tenant will remove the locks and it will be the responsibility of the Landlord to re-secure the building.

PARKING

11. The Tenant understands the hanger is located on a private airstrip and agrees that no equipment will be left outside between the hanger and the airstrip. At no time will equipment be left on the roadway/airstrip.

DAMAGE, DESTRUCTION, OR SALE

12. The Tenant agrees not to do or cause to be done any alterations to said premises without the prior written consent of the Landlord or as stated elsewhere in this agreement.

The Landlord approves of the Tenant re-enforcing the doors and windows of the premises for security purposes at the Tenant's expense.

In the event the premises are damaged, sold or is otherwise deemed untenable by either party, either party shall have the option to terminate this lease with thirty (30) days written notice to the other party.

CASUALTY INSURANCE

13. The Tenant is a self-insured entity. Although the Tenant is relieved of the obligation to provide commercial liability insurance, the Tenant shall never the less assume the same liabilities arising out of its, or any of its designated contractors, use of commercial lease property. Tenant shall provide Landlord with a Certificate of Liability Insurance.

INDEMNIFICATION

14. The Tenant shall be solely liable for any injury or damages to any property or any person caused as a result of the Tenant's negligent acts or omissions and shall save and hold harmless the Landlord from and shall defend the Landlord against all claims, demands, actions or lawsuits arising out of the negligent acts or omissions of the Tenant.

The Landlord shall be solely liable for any injury or damages to any property or any person caused as a result of the Landlord's negligent acts or omissions and shall save and hold harmless the Tenant from and shall defend the Tenant against all claims, demands, actions or lawsuits arising out of the negligent acts or omissions of the Landlord.

COSTS AND ATTORNEY'S FEES

15. If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted the losing party agrees to pay all reasonable costs and attorney's fees in connection

RD 8/3/23

therewith. It is agreed that the venue of any legal action brought under the terms of this agreement may be in the county in which premises are situated.

MODIFICATIONS

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

ENTIRE AGREEMENT

17. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

Landlord:

**Richard B. Beers,
48 Box Elder Drive, Paonia, CO 81428**

By: 
Richard B. Beers, Owner

Date: 8/3/23

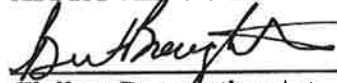
Tenant:

Clallam County Board of Commissioners

By: _____
Mark Ozias,
Chair of the Board

Date: _____

APPROVED AS TO FORM:


Clallam Prosecuting Attorney's Office



AGENDA ITEM SUMMARY

SEP 05 2023

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

Department: Sheriff

WORK SESSION ☒ Meeting Date: 9/5/23

REGULAR AGENDA ☒ Meeting Date: 9/12/23

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11008-23-02 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: This is an amendment to our existing grant contract with Washington State Commerce Department for Multi-Jurisdictional Gang-Drug Task Force. This amendment adds both additional funding and timeframe to the existing agreement. The current agreement expires 9/30/23, and this will extend it out until 6/30/24 and award an additional \$135,000 towards salary and benefits of support personnel and operating costs for the OPNET task force.

Budgetary impact: A supplemental budget action has been submitted.

Recommended action: This contract amendment is pending in DocuSign, recommend that the Chair of the Board approve it digitally following our discussion.

County Official signature & print name: Brian King Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Elizabeth Waknitz

Relevant Departments: Sheriff

Date submitted: 8/29/23

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary Grant Amendment IF RETURNED FROM LEGAL
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



DocuSign Contract Review and Routing Form

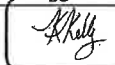
Office of Firearm Safety and Violence Prevention – Community Safety Unit

Type of Action: New Contract/Grant ☐ Amendment ☒ IAG ☐
Federal ☒ State ☐

Contractor/Grantee Name: Clallam County – Olympic Peninsula Narcotics Enforcement Team

Contract/Grant Number: F20-31440-203

Term: 8/1/2023 to 6/30/2024

Review by:	Name:	Initial/Date:
Contract Manager	Anica Stieve	 8/3/2023 9:19 AM PDT
Executive Director	Kate Kelly	 8/3/2023 9:28 AM PDT



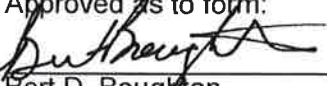
Contract Number: F20-31440-203

Amendment Number: B

**Washington State Department of Commerce
Office of Firearm Safety & Violence Prevention/Community Safety Unit
Justice Assistance Grant (JAG)**

1. Contractor Name: Clallam, County of Mailing Address: 223 E 4th Street, suite 12		2. Contractor Doing Business As (optional)	
3. Contractor Representative (only if updated) Name: Amy Bundy Title: Chief Criminal Deputy Phone: 360-460-4309 Email: amy.bundy@clallamcountywa.gov		4. COMMERCE Representative (only if updated)	
5. Original Contract Amount (and any previous amendments) \$236,413.00	6. Amendment Amount \$135,000.00	7. New Contract Amount \$371,413.00	
8. Amendment Funding Source Federal: X State: Other: N/A:		9. Amendment Start Date 8/1/23	10. Amendment End Date 6/30/24
11. Federal Funds (as applicable): \$371,413.00	Federal Agency: <u>Department of Justice</u>		ALN: <u>16.738</u>
12. Amendment Purpose: - Add funds - additional contribution to multijurisdictional task force to extend portion of operations for 9 months - Revise Budget – reformat budget using budget template - Amend Scope of Work to include Task Force specific information - Extend contract end date			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

FOR CONTRACTOR _____ Mark Ozias, Chair of the Board of Commissioners, Clallam County _____ Date Approved as to form:  Bert D. Boughton Deputy Prosecuting Attorney	FOR COMMERCE _____ Cindy Guertin-Anderson, Assistant Director _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix Assistant Attorney General _____ 3/20/2014 _____ Date
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Amendment B

This Contract is **amended** as follows:

Attachment A Scope of Work- the Scope of Work has been fully amended and replaced by the following:

PURPOSE AND BACKGROUND:

The Washington State Department of Commerce, hereafter called "COMMERCE," is initiating this contract to support the work of the Olympic Peninsula Narcotics Enforcement Team (OPNET). A primary focus of the Task Force is cooperative, investigative work to identify, interdict, dismantle, and prosecute mid- to upper-level criminal organizations engaged in illicit gang, gun, and drug activities. COMMERCE strongly encourages the use of evidence-based practices that have been proven effective through rigorous evaluation. COMMERCE will provide funding and Peer Review of the Task Force; and the Contractor will provide support for the task force's organization, oversight, administration, supervision and mission, staffing and support, and other items necessary to carry out this Agreement.

The Contractor will provide or perform the following:

Operation of the Olympic Peninsula Narcotics Enforcement Team (OPNET), in accordance with the following procedures and membership:

Task Force Specific Information		
Task Force Name	Olympic Peninsula Narcotics Enforcement Team (OPNET)	
Year Established	1985	
Task Force Executive Board Membership - Please list all members, their titles and departments (add rows if necessary)	Sheriff Brian King, Clallam County Sheriff's Office	
	Chief Brian Smith, Port Angeles Police Dept	
	Chief Sheri Crain, Sequim Police Dept	
	Chief Tom Olsen, Port Townsend Police Dept	
	Sheriff Joe Nole, Jefferson County Sheriff's Office	
	Prosecutor Mark Nichols, Clallam County	
	Prosecutor James Kennedy, Jefferson County	
How often does the Executive Board Meet?	Quarterly	
Task Force Commander:	Name: Amy Bundy Commander since: 2023	Title: Chief Criminal Deputy Agency: Clallam County Sheriffs Office

Amendment B

Task Force Supervisor (if you do not have a TF supervisor please insert "NA"):	Name: Josh Powless	Title: Detective Sergeant	Agency: Port Angeles Police Dept.
	Supervisor since: 2020		
How is the Task Force Commander	Holder of the "Chief Criminal Deputy" title at Clallam County Sheriffs Office	Does this position rotate? no If yes, how often?	
How is the Task Force Supervisor	Participating Sergeant from Port Angeles Police Dept	Does this position rotate? yes If yes, how often? 5 years	
Task Force Mission:	The mission of the Olympic Peninsula Narcotics Enforcement Team is to identify, interdict, dismantle, and prosecute mid-to-upper level drug violators and criminal organizations engaged in illicit gang activities that have a negative impact on our communities thereby improving the quality of life in our area of responsibility.		

Task Force Goals — please list all task force goals:	• Reduce the number of drug traffickers and criminal gang related activities in the communities of Clallam County through the professional investigation, apprehension, and conviction of drug traffickers. • Efficiently attack, disrupt, prosecute individual and organized mid to upper level drug traffickers and criminal gangs who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable • Enhance drug and criminal gang enforcement cooperation and coordination through multi-agency investigations, support, training of local jurisdictions, and the sharing of resources and information. • To address these issues with the foremost consideration of safety for both law enforcement and the community.
Does your task force have a Task force Policy?	X Yes – Policy attached to this Amendment as Exhibit A

Task Force Agency Participation			
Agency	Personnel	FTE Dedication	Other Contributions (funding, equipment, etc.)
Port Angeles Police Department	• Task Force Supervisor	• 1.0 FTE	• One Vehicle

Amendment B

Clallam County Sheriff's Office	• Task Force Commander • Task Force Detective • Task Force Support Staff • Task Force Analyst	• 3.5 FTE	• Vehicles
Clallam County Prosecuting Attorney's Office	• Prosecutor	• 1.0 FTE	
Sequim Police Department	• Task Force Detective	• 1.0 FTE	• Vehicle
Jefferson County Sheriff's Office	• Task Force Detective	• 1.0 FTE	• Vehicle
US Border Patrol	• Task Force Detective	• 1.0 FTE	• Vehicle • Office Space

Contractual Requirements

1. Ensure each member of the Task Force completes the online task force training within 120 days of award acceptance. All future Task Force members are required to complete this training once during the life of this award or once every four years if multiple awards include this requirement. (See Center for Task Force Training Online Training Portal <https://www.centf.org/CTFLI/>)
2. Ensure attendance at Commander's Conference (Semi-Annual) Training. Attendance by key personnel is mandatory unless waiver is granted by COMMERCE
3. Ensure the Task Force will agree to an audit of its performance, a minimum of once per biennium
4. Participate in a follow-up of the Peer Review
5. Ensure the Task Force will participate in support of the Peer Review process by allowing assigned staff to volunteer as members of Peer Review Teams during audits in other jurisdictions
6. Ensure the Task Force will comply with COMMERCE and BJA on the collection of required performance measurement data. The Task Force will complete the required reports using the BJA Performance Measure Tool (PMT). It is required to select and report on all accountability measures that pertain to JAG-funded activities. The Task Force is responsible for creating a report within the PMT and uploading it. (See <https://bjapmt.ojp.gov/help/jagdocs.html>)
 - a. Complete quarterly performance measures and deliverable reports for COMMERCE. Reports are due on the 20th of the month following the reporting quarter. Reports should be submitted simultaneously with quarterly invoice; late receipt of reports may prevent or delay invoice processing and/or payment. The intent of the reports are to provide data to (1) conduct evaluations and performance measurement that will address the effectiveness and efficiency of Task Force operations and (2) use the reported information to improve program planning and implementation. Reports due to COMMERCE will be submitted at <https://app.smartsheet.com/b/form/45be9fc65e264a9eb9258778e97ba88f>
 - b. NOTE: All report information provided should pertain to task force activity and not the activity of the entire jurisdiction or law enforcement agency housing the task force.
 - c. All required reporting metrics can be found in the smartsheet form above and the BJA Performance Measure Tool (PMT) System
 - d. Both the PMT report (entered directly into the PMT, and the smartsheet report must be received prior to invoice payment.

Amendment B

- e. Final Report: Complete a final report for COMMERCE, which will be a compilation of all quarterly reports and will include a comparison across quarters and year-to-date, overall accomplishments, and lessons learned. The Task Force will provide a non-technical brief for a general audience that summarizes findings and policy implications that will be disseminated. This is due no later than the 20th of the month following the expenditure of all funds or July 20, 2024. Submit at:
<https://app.smartsheet.com/b/form/45be9fc65e264a9eb9258778e97ba88f>
- 7. Complete Fiscal and Administrative requirements, as measured by:
 - a. "FIFO" or First-In/First-Out tracking and quarterly reporting of Program Income funds (Forfeitures).
 - b. Timely submission of Contractor's A-19 (Reimbursement Requests/Vouchers) by the 20th of the month following the reported quarter through Secure Access Washington (SAW): <https://secureaccess.wa.gov/>

AMEND Attachment B Budget

Attachment B Budget has been fully amended and replaced by the following:

Amendment B

Olympic Peninsula Narcotics Enforcement Team					
July 1, 2022 - June 30, 2024					
Agency Name:	Clallam County Sheriff's Office				
Program Name:	Olympic Peninsula Narcotics Enforcement Team				
Contract Number:	F20-31440-203				
Item	Amount by Fund Source				Total Project
	COMMERCE Funding	Other Fund Source	Other Fund Source	Other Fund Source	
PERSONNEL SERVICES					
Salaries (Full- & Part-Time)	\$ 160,980.00	\$ -	\$ -	\$ -	\$ 160,980.00
Personnel Benefits	\$ 58,159.00	\$ -	\$ -	\$ -	\$ 58,159.00
SUBTOTAL - PERSONNEL SERVICES	\$ 219,139.00	\$ -	\$ -	\$ -	\$ 219,139.00
GOODS & SERVICES					
Office Supplies	\$ 20,521.00	\$ -	\$ -	\$ -	\$ 20,521.00
Operating Supplies ²	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment ³	\$ 20,928.00	\$ -	\$ -	\$ -	\$ 20,928.00
Consultant and Subcontracted	\$ -	\$ -	\$ -	\$ -	\$ -
Automobile Expense	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00
Printing & Duplicating	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals - Buildings	\$ 19,600.00	\$ -	\$ -	\$ -	\$ 19,600.00
Rentals - Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - GOODS & SERVICES	\$ 65,049.00	\$ -	\$ -	\$ -	\$ 65,049.00
Travel	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00
Training	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00
Other Misc. Expenses ⁵	\$ 52,225.00	\$ -	\$ -	\$ -	\$ 52,225.00
Indirect & Administration Costs ⁶	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00
TOTAL EXPENDITURES	\$ 371,413.00	\$ -	\$ -	\$ -	\$ 371,413.00

¹ Identify specific funding sources included under the		² Operating Supplies - Itemize below:	
	\$ -		\$
	\$ -		\$
	\$ -		\$
	\$ -		\$
Total	\$ -	Total	\$ -

³ Equipment - Itemize below:		⁴ Consultant and Subcontracted Services - Itemize below:	
(2) Mobile radios w/ stealth	\$ 13,078.00		\$
(1) currency counter	\$ 9,850.00		\$
	\$		\$
	\$		\$
Total	\$ 22,928.00	Total	\$ -

⁵ Other Miscellaneous Expenses - Itemize below:		⁶ Indirect Administration Costs - Itemize	
professional services	\$ 19,590.00	Indirect fees	\$ 10,000.00
utilities, phone, seizure costs	\$ 17,650.00		\$
registration, postage, dues	\$ 14,985.00		\$
Total	\$ 52,225.00	Total	\$ 10,000.00

Amendment B

The Contractor may vary from the approved distribution of funds by shifting up to ten percent (10%) of the total awarded funds between categories of expense. Contractor will contact the Commerce Program Manager for approval prior to shifting funds in this way. This authority to shift funds is limited by the following: grant funds may not be shifted into zero budgeted categories of expense except Benefits, and any shifts made may not constitute a significant change to the Scope of Work (Attachment A).

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.



4
SEP 05 2023

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ Meeting Date: September 5, 2023

REGULAR AGENDA ☐ Meeting Date:

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: The Department of Community Development is requesting the Board of County Commissioners approve the hire of a replacement personnel starting October 1, 2023, for a position due for retirement on December 31, 2023. The purpose of this three-month overlap includes direct staff training, additional counter assistance during exceptionally high-volume work period, and additional assistance with data transfer during the new permit software rollout, which is scheduled to occur on November 6, 2023. With new Energy Codes and the Wildlands-Urban Interface Code coming into effect on October 29th, and the scheduled rollout for the new permit software scheduled to occur on November 6th, there is a notable and acute bottleneck involving high permit cases and technically difficult challenges for which additional personnel and resources will be needed. Since the new hire was already planned by the end of the year, we feel the new person will be able to address several concerns with early on-boarding.

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. The cost of the new personnel is more than offset by a budgeted position that has remained unfilled during the 2023 fiscal year.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Recommend the Board authorize DCD to proceed with the new replacement hire for the above-stated reasons.

County Official signature & print name: Bruce Emery

A handwritten signature in blue ink that reads "Bruce W. Emery".

Name of Employee/Stakeholder attending meeting: Bruce Emery _____

Relevant Departments: Department of Community Development, _____

Date submitted: August 30, 2023

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

Agenda Item Summary New Hire 090523
Revised: 3-04-2019



5
SEP 05 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 9-5-23

REGULAR AGENDA ☒ **Meeting Date:** 9-5-23

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Letter to DNR Regarding "Ode to Joyce" Timber Sale:

The Board will review a letter to Commissioner of Public Lands Hillary Franz indicating our support for moving ahead with the Ode to Joyce timber sale; this letter is a follow-up to the work session conversation held on August 28.

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?)
Letter to DNR Regarding "Ode to Joyce" Timber Sale.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 8-28-23

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



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
MIKE FRENCH, District 3

Board of Clallam County Commissioners

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Todd Mielke, County Administrator

September 5, 2023

The Honorable Hillary Franz
Commissioner of Public Lands
MS47001
Olympia, WA 98504-7001

Re: Ode to Joyce Timber Sale

Dear Commissioner Franz,

We write today to communicate our preference that the "Ode to Joyce" timber sale move ahead to auction in its entirety.

We appreciate the agency's flagging of this sale for potential inclusion in one of the revenue replacement programs created by the Legislature. Our regional team from DNR took the time to do a deep dive on this timber sale and we reviewed each of the four units individually.

Based on this review, both Unit 1 and Unit 2 of the Ode to Joyce sale contain a number of older trees, as does Unit 4. Given the root rot impacting the health of trees in Unit 4 we were particularly focused on Units 1 and 2.

Specifically, we support moving ahead with including all units in the auction for two primary reasons:

- The affected junior taxing districts have communicated to us the vital importance of their anticipated revenue, including what to expect if that revenue were delayed by some uncertain number of years should alternative "replacement" acreage be considered.
- Units 1 and 2 are both considered high site growing conditions, which we believe are exactly the kinds of locations that should be kept in rotation given how well trees grow there.
- Unit 4 should be harvested to reduce fire danger and to ensure value from existing wood before there is too much die-off.

Working through the range of relevant and highly-nuanced issues that are raised by the possibility of the revenue replacement programs these past few months has been challenging and informative. We look forward to capturing and sharing our learnings with you and with the Legislature in a separate letter; in the meantime, thank you for your interest in engaging with counties on these issues.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



6
SEP 05 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 9-5-23

REGULAR AGENDA ☐ Meeting Date:

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 - Discussion |

Documents exempt from public disclosure attached: ☐

Executive summary:

WA Association of Counties Participation:

Each county will have to inform WASC of preferred representation on the Legislative Steering Committee, the Federal Issues and Relations Committee and the Timber Counties Caucus by Friday, September 9. The BOCC will hold a short discussion to determine and inform participation on these committees.

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?)
WA Association of Counties Participation.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 8-29-23

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