



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, July 12, 2022 – 10:00 a.m.

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

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

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

This meeting can be viewed on a live stream at this link: <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

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 July 5

Approval of vouchers 

- 1b. Approval of minutes for the week of July 5

Approval of minutes 

- 1c. Letter of support for Recreation and Conservation RCO Grant application 22-1483 Olympic Discovery Trail, Anderson Lake State Park Trail extension and trailhead

Letter of support 

Updated letter 7-11-22 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Prosecutors? Association for collective bargaining July 1, 2022-June 30, 2024

Agreement 

- 2b. Agreement with Washington State Recreation and Conservation Office for the McDonald Creek Fish Passage Restoration Project

Agreement 

- 2c. Agreement amendment 2 with Department of Ecology for Marine Resources Committee Operations

Agreement amendment 2 

- 2d. Agreement with Olympic Peninsula Visitor Bureau for 2022 Hotel/Motel Tax Funds

Agreement 

- 2e. Agreement with Peninsula Trails Coalition for 2022 Hotel/Motel Tax Funds

Agreement 

ADMINISTRATION

- 3a. Resolution extending acting County Engineer for an interim period, not to exceed six months

Resolution 

BUDGET

- 4a. Notice that the following supplemental appropriations will be adopted by Resolution on July 26:

Sheriff - Operations

? Reimbursement from FY2019 Operation Stonegarden Grant for patrol overtime and grant coordinator regular time related to grant activities for the months of December 2021 - March 2022/\$48,003

? Receipt of State funding from FY2022-2023 Registered Sex Offender Address and Residency Verification Program that will be spend in FY2022. The remainder will be received and spent in FY2023/\$22,674

Juvenile Services - Additional funding for FY2020-2021 plus funding received for FY2022-2023 to help support 1 FTE for SCRC/Ancillary Therapeutic Services (ATS) treatment support services for youth in Secure Crisis Residential Center (SCRC)/\$37,971

Supplemental appropriations 

- 4b. Resolution calling for a hearing to be held July 26 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 April and May, 2022 expected to be reimbursed through FEMA/\$13,155

District Court - Funding for PERS Plan 2 retirement for Judge David Neupert going back to beginning of his term January 14, 2019/\$77,416

HHS - Operations - Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (1 of 2)/\$370,100

General Fund Reserves

? Additional funding for veteran assistance (1 of 2)/\$36,000

? Additional funding for the proposed land acquisition adjacent to Cline Spit (1 of 2)/\$120,000

? Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (2 of 2)/\$370,100

NonDept - Veterans Relief - Additional funding for veteran assistance (2 of 2)/\$36,000

Parks & Facilities - Capital Projects - Additional funding for the proposed land acquisition

adjacent to Cline Spit (2 of 2)/\$120,000

Hearing Examiner - Additional funding to cover the cost of hearings in May, and any additional

hearings that will occur from June through the end of this year/\$41,925

Debatable emergencies 

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 July 11 - 15:

Monday, July 11:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

Tuesday, July 12:

10:00 a.m. Board Meeting

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

Wednesday, July 13:

8:00 a.m. Coffee with Colleen

Wednesday, July 14:

1:00 p.m. KONP Radio Show

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

Note: Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of public documents from Board meetings are available by contacting the Public Records Department.



1a
7/12/22

Date of report: July 6, 2022

General	\$320,478.96
Other	\$461,928.27
Total	\$782,407.23

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

July 4 - 8, 2022

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	1,340.00			
00100.221	Auditor	6,000.00			
00100.241/291	Commissioners (BOCC)	4,121.81			
19914.291	BOCC - Veterans Relief		750.00		
00100.331-334	Dept. of Community Develop't (DCD)	7,312.21			
30301.331	DCD - Lower Dungeness Floodplain		23.17		
00100.881	District Court II	1,394.61			
11301.511	Health & Human Services (HHS)		5,767.17		
11322.511	HHS - Homeless Task Force		7,965.14		
11323.511	HHS - Chem Dep/Mental Hlth		21,366.37		
11324.511	HHS - Affordable Housing		3,567.25		
11331.511	HHS - Developmental Disabilities		42,794.00		
00100.461	Human Resources (HR)	27,050.00			
50401.461	HR - Risk Management		7,564.68		
50501.461	HR - Workers Compensation		4,884.57		
00100.411	Information Technology (IT)	186,000.00			
30701.411	IT - Capital Projects		28,624.54		
00100.851	Juvenile Services	3,343.33			
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		38.85		
00100.911/912	Parks Fair Facilities (PFF)	13,827.73		214.98	
30101.911	PFF - REET 1 (Real Estate Excise Tax)		11,140.70		
30501.911	PFF - Capital Projects		20,608.92		
00100.841-843	Prosecuting Attorney	2,844.83			
	Public Works (PW)				
10101.611	PW - Roads		246,664.34		
41401.611	PW - Clallam/Seki Sewer		21,741.37		
43401.611	PW - Bullman Beach Water System		707.60		
50301.611	PW - ER&R (Equip't Rental & Revolving)		30,422.05		
00100.811-815,817	Sheriff	52,801.39		7.74	
00100.816	Sheriff - Jail Medical	1,210.52			
11065.811	Sheriff - OPSCAN Operations		1,371.47		
11080.811	Sheriff - Inmate Commissary		5,911.15		14.93
00100.861	Superior Court - Jury	620.14			
00100.891	Superior Court Clerk	10,826.13			
00100.231	Treasurer	48.00			
00100.931	WSU Extension	1,515.54			
Total		320,256.24	461,913.34	222.72	14.93

Report Reconciliation		Totals			
Total	782,169.58	General Fund	320,478.96		
Final Check Lists	782,169.58	Other	461,928.27		
Difference	-	Total	782,407.23	Use Tax	237.65

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
7/1/2022	MFJ ENTERPRISES INC	41496	jkoon	87.97	7.74	87.97
7/1/2022	SWANSONS SERVICES CORP.	1605365	jkoon	103.05	9.07	103.05
7/1/2022	SWANSONS SERVICES CORP.	1603006	jkoon	66.63	5.86	66.63
7/12/2022	R J THOMAS MFG CO INC	251973	mearley	2,443.00	214.98	2,443.00
Totals:				2,700.65	237.65	2,700.65

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07/05/2022 12:38:06PM

Final Check List
CLALLAM COUNTY

Assessor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/12/2022	0000360	CLALLAM COUNTY ER&R	2022.147E	7/5/2022	VEHICLE RENTAL JUNE	1,340.00
Sub total for U S BANK:							1,340.00

0 *
782,169.58 *
1,515.54 +
750.00 +
48.00 +
10,826.13 +
620.14 +
1,210.52 +
60,084.01 +
22,448.97 +
246,664.34 +
30,422.05 +
2,844.83 +
45,577.35 +
38.85 +
3,343.33 +
214,624.54 +
39,499.25 +
81,459.93 +
1,394.61 +
7,335.38 +
4,121.81 +
6,000.00 +
1,340.00 +
0 *

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Final Check List
CLALLAM COUNTY

Auditor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	7/12/2022	0001632	U S POSTMASTER	Acct 197-002	6/29/2022	PRIMARY 2022 POSTAGE QBI	6,000.00	6,000.00
Sub total for U S BANK:							6,000.00	

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07/05/2022 12:52:02PM

Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0000382	CODE PUBLISHING COMPANY	GC007910	6/30/2022	MUNICIPAL CODE - WEB UPC	952.14	952.14
7/12/2022	0001632	U S POSTMASTER	BRM Dep 7/2022	6/30/2022	USPS BUSINESS RETURN M/	3,000.00	3,000.00
7/12/2022	0033510	OZIAS, MARK	CMO 5/11/2022	6/30/2022	CMO WSAC BOARD OF DIRE	169.67	169.67
Sub total for U S BANK:							4,121.81

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0000360	CLALLAM COUNTY ER&R	2022.141E	6/23/2022	JUNE 2022 VEHICLE FLEET L	1,200.00	1,200.00
7/12/2022	0000403	COPY CAT GRAPHICS & SIGN	198	6/30/2022	G133 SIGNAGE	911.40	911.40
7/12/2022	0001140	OLYMPIC PRINTERS INC	30338	6/22/2022	G145 TASK 2 COASTERS	1,620.03	1,620.03
7/12/2022	0026563	MAHAN, REBECCA	MAHAN 6-28-22	6/28/2022	MILEAGE G146 T2 \$23.17; G1.	100.15	100.15
7/12/2022	0035811	NW LOG HOMES INC	REF 1-31-22	6/28/2022	REFUND BPT2021-1098	924.80	924.80
7/12/2022	0036990	ANCHOR QEA LLC	09736	6/17/2022	G154 PROFESSIONAL SERVI	2,459.00	2,459.00
7/12/2022	0040922	POWER TRIP ENERGY CORP	REF 6-8-22	6/27/2022	REFUND BPT2022-512	120.00	120.00
Sub total for U S BANK:							7,335.38

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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
7/12/2022	0000296	CENTURYLINK	CentLinkJune20:	7/1/2022	JUNE TELEPHONE SERVICES	106.35	106.35
7/12/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102502	7/1/2022	CANON IRA400 MAINTANENC	75.20	
			1102501	7/1/2022	CANON IR1025 MAINTENANC	27.13	102.33
7/12/2022	0001509	CORDANT HEALTH SOLUTION	nc-47058053122	7/1/2022	PROBATION TESTING	53.70	53.70
7/12/2022	0021386	STAPLES ADVANTAGE	8066415309	7/1/2022	CLEANING SUPPLIES	110.46	110.46
7/12/2022	0023379	JUSTICE AUDIO VIDEO SOLU	525697	7/1/2022	DESKTOP SPEAKER FOR JUI	1,021.77	1,021.77
Sub total for U S BANK:							1,394.61

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0000546	EXPRESS SERVICES, INC	27366913	6/22/2022	HOPS - EXTRA HELP EMPLO\	1,726.93	
			27326825	6/14/2022	HOPS - EXTRA HELP EMPLO\	1,295.19	3,022.12
7/12/2022	0041614	MCLANE, KARISSA	KM BT 6-28-22	6/28/2022	HOPS - BUSINESS TRAVEL - \	389.76	389.76
7/12/2022	0046683	ODP BUSINESS SOLUTIONS,	1246725807001	6/20/2022	HOPS - OFFICE FURNISHING	409.54	
			249483021001	6/13/2022	HOPS - OFFICE FURNISHING	409.54	
			249539254001	6/13/2022	HOPS - OFFICE FURNISHING	409.54	
			246725841001	6/17/2022	HOPS - OFFICE FURNISHING	299.20	
			249539257001	6/13/2022	HOPS - OFFICE FURNISHING	299.20	
			249532730001	6/13/2022	HOPS - OFFICE FURNISHING	299.20	2,126.22
7/12/2022	0001508	STERICYCLE, INC	3006060766	6/13/2022	HOPS - SYRINGE DISPOSAL	120.73	
			3006066132	6/20/2022	HOPS - SYRINGE DISPOSAL	108.34	229.07
7/12/2022	0000591	FORKS ABUSE PROGRAM	11322-21-FAP 5-	6/13/2022	HTF - WEST END HOPE - MA\	2,631.22	2,631.22
7/12/2022	0000938	LUTHERAN COMMUNITY SER	11322-21-LCSN	6/23/2022	HTF - HEALTHY FAMILIES - AI	5,333.92	5,333.92
7/12/2022	0000938	LUTHERAN COMMUNITY SER	113232223LCSN	6/23/2022	CD/MH - CHILD CHECK - APR	2,879.38	
			113232233LCSN	6/23/2022	CD/MH - HEALTHY FAMILIES -	2,764.76	5,644.14
7/12/2022	0001209	PENINSULA BEHAVIORAL HEA	113232223PBHL	6/16/2022	CD/MH - ACCESS TO BH SER	6,792.55	6,792.55
7/12/2022	0001252	PORT ANGELES, CITY OF	11323-22-23-PAI	6/17/2022	CD/MH - COMMUNITY PARAM	8,929.68	8,929.68
7/12/2022	0000723	HEALTHY FAMILIES OF CLALL	11324-21-HFCC	6/22/2022	AH - EMERGENCY HOUSING	2,967.25	
			11324-22-HFCC	6/22/2022	AH - EMERGENCY HOUSING	600.00	3,567.25
7/12/2022	0000396	CONCERNED CITIZENS	11331-21-CONC	5/31/2022	DDD-MAY 2022 CONCIT 2	4,010.59	
			11331-21-CONC	5/31/2022	DDD-MARCH 2022 CONCIT 2	2,159.41	
			1601516	5/25/2022	DDD-OVERSERVED JANUAR\	567.00	
			1601517	5/25/2022	DDD-OVERSERVED APRIL 20	483.00	
			1601515	5/25/2022	DDD-OVERSERVED MARCH 2	105.00	7,325.00
7/12/2022	0001017	MORNINGSIDE INC	STATE-05/22	6/28/2022	DDD-MAY 2022 STATE CONF	33,537.00	
			STATE-10/22 #2	6/27/2022	DDD-STATE 10/21 SUPPLEME	84.00	
			STATE-02/22 #2	6/27/2022	DDD-2/22 STATE SUPPLEMEN	84.00	
			STATE-1/22 #2	6/27/2022	DDD-1/22 STATE SUPPLEMEN	42.00	33,747.00
7/12/2022	0017530	PIERCE JONES & ASSOCIATE	20234	6/22/2022	DDD-WISE TRAININGS & WEI	1,722.00	1,722.00
Sub total for U S BANK:							81,459.93

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Final Check List
CLALLAM COUNTY

HR Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0000352	CLALLAM COUNTY DEPT OF,	2022-002 HR	6/29/2022	INVOICE 2022-002 HR	6,564.68	6,564.68
7/12/2022	0044157	HELMSMAN MANAGEMENT S'	150868	6/29/2022	INVOICE 150868	4,884.57	4,884.57
7/12/2022	0045292	BATES, JERRY	00029	6/29/2022	INVOICE 00029	1,000.00	1,000.00
7/12/2022	0046964	OUTFRONT MEDIA LLC	P0007414	6/29/2022	INVOICE P0007414	27,050.00	27,050.00
Sub total for U S BANK:							39,499.25

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07/06/2022 10:38:25AM

Final Check List
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0000289	CDW GOVERNMENT, INC.	W098205	6/30/2022	IT20220330 - MICROSOFT OF	209,207.60	209,207.60
7/12/2022	0000462	DELL MARKETING L.P.	10693273854	6/30/2022	IT20220613C - PC REPLACEN	3,202.38	
			10594824284	6/30/2022	IT20220623 PC REPLACEMEN	2,214.56	5,416.94
Sub total for U S BANK:							214,624.54

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Final Check List
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0000360	CLALLAM COUNTY ER&R	2022.149E	6/23/2022	VEHICLE RENTAL/LEASE	1,500.00	1,500.00
7/12/2022	0002271	JACOBSEN, JODY	040583	6/25/2022	FOOD	93.09	93.09
7/12/2022	0003687	BROOKS, VALERIE	62022VB	6/28/2022	TRVL/TRNG-REIMB	145.62	145.62
7/12/2022	0003688	BURNS, KIMBERLY	03533P	6/18/2022	FOOD	66.09	66.09
7/12/2022	0017787	DAIRY FRESH FARMS INC	8182217405	6/23/2022	DET FOOD	77.08	77.08
7/12/2022	0041147	AMERIGAS PROPANE LP	3138198624	6/25/2022	UTILITIES	1,285.48	1,285.48
7/12/2022	0046885	BEALL, CHARLES	33122CB	6/15/2022	CAP VOL-MILEAGE	175.97	175.97
Sub total for U S BANK:							3,343.33

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Final Check List
CLALLAM COUNTY

Nox Weeds Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/12/2022	0001540	SWAIN'S GENERAL STORE IN 300816	6/28/2022	GLOVES AND RAIN BARREL I	38.85	38.85
Sub total for U S BANK:							38.85

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0000034	AIR FLO HEATING CO	83094440	6/30/2022	2204UP FG KTCHEN INSTALL	11,126.43	11,126.43
7/12/2022	0000041	ALDERGROVE CONSTRUCTIO	0622-4	6/30/2022	2201UP AUD EXT - ANNEX DC	729.63	729.63
7/12/2022	0000087	ANGELES ELECTRIC INC	18651	6/30/2022	2207UP LAW LIBRARY MOVE	1,020.99	1,020.99
7/12/2022	0000090	ANGELES MACHINE WORKS	176110	6/30/2022	JAIL MFG SENSOR COVER	144.16	144.16
7/12/2022	0000091	ANGELES MILLWORK & LUMB	312803	6/30/2022	2205UP JUV FLUID COOLER /	407.98	
			311574	6/30/2022	SC ULTRA FLEX SILICONE SE	146.98	
			312365	6/30/2022	M DUST MASK W VALVE	36.72	
			312511	6/30/2022	SMPK FWB PRIMER WET CEI	34.52	
			312326	6/30/2022	JUV FASTENERS WASHERS	7.44	633.64
7/12/2022	0000289	CDW GOVERNMENT, INC.	bc11668	6/30/2022	2205FAC CH ACCESS CONTR	8,505.98	
			bb86835	6/30/2022	2205FAC CH ACCESS CONTR	2,634.72	11,140.70
7/12/2022	0000290	CED/STUSSER - SEATTLE	5948-1021434	6/30/2022	CH BALLARD LENS	278.53	
			5948-1021530	6/30/2022	FG LED LIGHT TUBES	63.10	341.63
7/12/2022	0000439	D & K PAINTING, INC.	3428	6/30/2022	2207UP LAW LIBRARY PAINT	1,510.93	1,510.93
7/12/2022	0000677	GRAINGER INC	9355821027	6/30/2022	CH TOOL BOX LEVEL BOX	276.18	
			9355456089	6/30/2022	CH FILTER ASSBLY RATCHET	89.31	365.49
7/12/2022	0001198	PART WORKS INC, THE	INV81218	6/30/2022	JUV TOILET SEATS	350.79	
			INV81344	6/30/2022	CH FLEXICORE CABLE CUTT	192.26	
			INV81901	6/30/2022	CH FLUSHOMETER DIAPHRA	181.99	725.04
7/12/2022	0001252	PORT ANGELES, CITY OF	48731-101384 5	6/30/2022	VET MAY UTIL & GARBAGE	331.47	331.47

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0001253	PORT ANGELES SOLID WAST	1051133	6/30/2022	2205UP JUV FLUID COOLER I	354.98	
			1046259	6/30/2022	2207UP LAW LIBRARY DUMP	151.30	
			1046301	6/30/2022	2207UP LAW LIBRARY DUMP	114.45	
			1035998	6/30/2022	2201UP AUD EXP DUMP FEE	95.05	
			1046414	6/30/2022	2207UP LAW LIBRARY DUMP	89.23	
			1046453	6/30/2022	2207UP LAW LIBRARY DUMP	87.29	
			1046485	6/30/2022	2207UP LAW LIBRARY DUMP	56.25	
			1044484	6/30/2022	2207UP LAW LIBRARY DUMP	46.56	
			1050449	6/30/2022	JUV DUMP FEE	36.86	
			1046487	6/30/2022	2207UP LAW LIBRARY DUMP	32.14	
			1046605	6/30/2022	2207UP LAW LIBRARY DUMP	29.10	
			1046149	6/30/2022	2207UP LAW LIBRARY DUMP	23.28	
			1036539	6/30/2022	CH DUMP FEE	23.28	
			1046043	6/30/2022	JUV DUMP FEE	14.33	
			1047350	6/30/2022	RH DUMP FEE	13.58	
			1046913	6/30/2022	2207UP LAW LIBRARY DUMP	10.19	
			1046910	6/30/2022	2207UP LAW LIBRARY DUMP	10.00	
			1050693	6/30/2022	FG DUMP FEE	10.00	
			1044787	6/30/2022	CH DUMP FEE	8.19	
			1046838	6/30/2022	2207UP LAW LIBRARY DUMP	7.68	
			1051230	6/30/2022	SMPK DUMP FEE	5.00	
			1049349	6/30/2022	SMPK DUMP FEE	5.00	1,223.74
7/12/2022	0001258	PORT ANGELES POWER EQU	97992922	6/30/2022	SMPK BLADE INSTALLATION	90.02	
			97991920	6/30/2022	SMPK WEDEATER PARTS	56.35	
			97991285	6/30/2022	DRA GATOR TWIST LINE & CI	40.68	187.05
7/12/2022	0002252	R J THOMAS MFG CO INC	251973	6/30/2022	DRA 6 CAMPFIRE RINGS	2,443.00	2,443.00
7/12/2022	0003431	HI-TECH SECURITY, INC.	66620	6/30/2022	CH LABOR - WALL MOUNT TV	326.40	326.40
7/12/2022	0020756	GROVES CRANE COMPANY, I	1579637	6/30/2022	2205UP JUV HEAT PUMP FLU	569.63	569.63
7/12/2022	0026957	LEITZ FARMS INC	47148	6/30/2022	FG TOW BEHIND SPREADER	378.46	378.46
7/12/2022	0027917	COMMERCIAL REPAIR	862170	6/30/2022	FG KITCHEN FREEZER REPA	1,816.15	1,816.15
7/12/2022	0032999	PLATT	2w48758	6/30/2022	CH ELECTRICAL SUPPLIES	83.09	83.09
7/12/2022	0041295	C & C TIMBER INC	12187	6/30/2022	SC 365 BUNDLES FIREWOC	1,543.95	
			12196	6/30/2022	DRA 240 BUNDLES FIREWOC	1,015.20	2,559.15

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0041605	HOME DEPOT PRO	691904072	6/30/2022	CH REPLACEMENT LAMPS	1,703.81	
			692519101	6/30/2022	DRA LINER BATH TISSUE HAI	896.18	
			693414369	6/30/2022	CH HANDSOAP BATH TISSUE	736.32	3,336.31
7/12/2022	0041765	CALL LUKE LLC	2408	6/30/2022	JAIL OUTSIDE PERIMETER TI	178.43	178.43
7/12/2022	0044161	MAYDA & SONS MECHANICAL	70823	6/30/2022	2211UP JAIL FREEZER REPAI	4,135.83	4,135.83
7/12/2022	0045190	ELECTRONIC DIRECTORY	CC45268	6/30/2022	CH ELECTRONIC DIRECTOR	270.00	270.00
Sub total for U S BANK:							45,577.35

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0000546	EXPRESS SERVICES, INC	27366928	6/30/2022	EXPRESS SERVICES 1760107	1,375.75	1,375.75
7/12/2022	0001252	PORT ANGELES, CITY OF	155474/06/30/22	6/30/2022	ACCOUNT# 74359-155474 UT	229.08	229.08
7/12/2022	0020849	U S BANK	042022	6/30/2022	REGISTRATION FEES	140.00	140.00
7/12/2022	0042898	KING COUNTY FINANCE	2142459	6/30/2022	ACCOUNT #2497671	1,100.00	1,100.00
Sub total for U S BANK:							2,844.83

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0000091	ANGELES MILLWORK & LUMB	312470	6/23/2022	Paint, painting supplies - PS 20	144.46	
			312522	6/23/2022	Hex bolts, fasteners - PA 238	102.36	
			312881	6/29/2022	Propane purchase - PA 831	25.69	
			312696	6/27/2022	Silvertip AS, roller covers - PA 2	24.55	297.06
7/12/2022	0000299	CERTIFIED LABORATORIES	7826004	6/15/2022	Luster-guard, Cut-thru,pro-brite	1,030.97	1,030.97
7/12/2022	0000377	PACWEST MACHINERY LLC	20355777	6/23/2022	Rubber plates - PA 1037	619.31	
			20355779	6/23/2022	Blades - PA 1040	289.89	909.20
7/12/2022	0000714	HARTNAGEL BLDG SUPPLY IN	838806	6/29/2022	4" lockdown door stops - SQ 20	53.97	53.97
7/12/2022	0000848	PAPE KENWORTH NORTHWE	11309532	6/21/2022	55792393CUM & kit, Part I - PA	2,529.60	
			2100022	5/31/2022	Engine diagnostics & repair - LC	2,429.42	
			11314147	6/22/2022	Tubes-formed - PA 206	317.10	
			11314136	6/22/2022	H/D rubber,liner, mudflap/fende	214.36	5,490.48
7/12/2022	0001187	PAPE MACHINERY INC	13529191	6/28/2022	Rotor w/Kniv - PA Stores	6,024.56	
			13587420	6/23/2022	FT Grd Clp - PA 456	640.51	
			13681249	6/23/2022	Bushings, pin fasteners... - PA 8	53.18	6,718.25
7/12/2022	0001251	PORT ANGELES AUTO GLASS	72593	6/27/2022	Door glass, right front - PA CG7	190.40	190.40
7/12/2022	0001255	PRICE FORD LINCOLN MERC	5044009	6/28/2022	Moulding - PA S328	55.27	
			5044008	6/28/2022	Sensor, fuel injector - PA S301	42.56	
			5044033	6/29/2022	Tube - oil level in - PA S301	29.08	126.91
7/12/2022	0001300	PUBLIC UTILITY DISTRICT	21685/06222022	6/22/2022	Electric utility charges-51 Bedro	586.24	
			9896-06272022	6/27/2022	Electric util.chgs, 160 Grant Rd	463.26	
			109032-0627202	6/27/2022	Electric utility charges-G.Pit Rd	50.40	1,099.90
7/12/2022	0001426	SEQUIM, CITY OF	1295.0 0701202	7/1/2022	Utility charges (water & sewer) -	238.07	238.07
7/12/2022	0001551	TACOMA SCREW PRODUCTS	140041977-01	6/20/2022	Multi-conductor jacketed wire -	111.32	111.32
7/12/2022	0003457	FREIGHTLINER NORTHWEST	PC302140168:0	6/22/2022	Air spring-cab susp - PA 417	199.83	199.83
7/12/2022	0004211	CENTURYLINK	0420753B/06162	6/16/2022	Phone services - ER&R 20-FIC	319.28	319.28
7/12/2022	0017663	ARAMARK UNIFORM SVCS IN	5120033013	6/28/2022	Laundry services - PA	34.74	
			5120030149	6/23/2022	Laundry services - WE	17.15	
			5120030188	6/23/2022	Laundry services - SQ	16.32	68.21
7/12/2022	0022435	RACE STREET AUTO PARTS	590737	6/23/2022	11x7 R S tape - PA	512.32	
			591345	6/28/2022	Oil filters - PA Stores	54.62	
			591338	6/28/2022	Sockets - PA S329	51.70	
			591065	6/27/2022	Ujoints - PA 238	27.16	645.80
7/12/2022	0030725	SWS EQUIPMENT LLC	144720-IN	6/14/2022	Actuators - PA 402	1,175.63	1,175.63

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<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
7/12/2022	0043469	PETROCARD	452706-IN	6/29/2022	Diesel fuel purchase - CB	7,630.81	
			451867-IN	6/16/2022	Unleaded fuel purchase - CB	4,115.96	
			203375-INCR	5/26/2022	UREA; bulk Spirax S4 TXM hyd	2,071.33	
			203375-INCR	5/26/2022	UREA; bulk Spirax S4 TXM hyd	-2,071.33	11,746.77
					Sub total for U S BANK:		30,422.05

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0000036	AIRPORT GARDEN CENTER	993221	6/23/2022	C1256 SUPPLIES	164.82	
			992836	6/20/2022	C1256 SUPPLIES	62.83	227.65
7/12/2022	0000039	ALBINA FUEL	0292815-IN	6/20/2022	CHIP SEALING - SQ	6,310.81	6,310.81
7/12/2022	0000091	ANGELES MILLWORK & LUMB	312411	6/22/2022	C1256 SUPPLIES	40.25	
			312826	6/29/2022	MAINTENANCE SUPPLIES - P	9.02	49.27
7/12/2022	0000205	BLAKE TILE & STONE INC	97391	6/27/2022	MAINTENANCE SUPPLIES - P	497.87	497.87
7/12/2022	0000331	CLALLAM COUNTY AUDITOR	22-145177	6/30/2022	SURVEY RECORDING	292.50	292.50
7/12/2022	0000360	CLALLAM COUNTY ER&R	2022.143E	6/23/2022	06/22 EQUIPMENT RENT	164,074.76	164,074.76
7/12/2022	0000377	PACWEST MACHINERY LLC	20355626	6/16/2022	MAINTENANCE RENTAL - SQ	487.65	487.65
7/12/2022	0000546	EXPRESS SERVICES, INC	27366904-10101	6/22/2022	06/13/22~06/19/22 ROADS	6,518.44	6,518.44
7/12/2022	0000709	HARBOR SAW & SUPPLY	710893	6/23/2022	MAINTENANCE SUPPLIES - P	32.37	32.37
7/12/2022	0000725	HEARTLINE, THE	A18570	6/23/2022	C1256 SUPPLIES	48.96	
			A18571	6/23/2022	C1256 SUPPLIES	48.96	97.92
7/12/2022	0000885	LAKESIDE INDUSTRIES, INC	199810	6/18/2022	HMA COMM, TACK - LC	24,984.52	
			199811	6/18/2022	HMA COMM - PA	18,530.21	43,514.73
7/12/2022	0000918	LINCOLN STREET STATION	204260	6/27/2022	SURVEY TO FRONTIER PREC	74.00	74.00
7/12/2022	0001300	PUBLIC UTILITY DISTRICT	110606-062022	6/20/2022	05/16/22~06/16/22 SCENIC OV	113.70	113.70
7/12/2022	0001540	SWAIN'S GENERAL STORE IN	300378	6/17/2022	C1256 SUPPLIES	25.61	
			300914	6/30/2022	FIELD SUPPLIES - SURVEY	5.41	31.02
7/12/2022	0001551	TACOMA SCREW PRODUCTS	140047276-00	6/21/2022	MAINTENANCE SUPPLIES - S	1,139.75	
			140047414-00	6/23/2022	MAINTENANCE SUPPLIES - P	202.73	
			140047413-00	6/21/2022	MAINTENANCE SUPPLIES - P	101.36	
			140047542-00	6/23/2022	MAINTENANCE SUPPLIES - P	88.52	
			140047545-00	6/23/2022	MAINTENANCE SUPPLIES - P	80.49	1,612.85
7/12/2022	0017663	ARAMARK UNIFORM SVCS IN	5120033015	6/28/2022	LAUNDRY SERVICE - PA	16.32	
			5120030146	6/23/2022	LAUNDRY SERVICE - LC	16.28	
			5120030187	6/23/2022	LAUNDRY SERVICE - SQ	16.28	48.88
7/12/2022	0019701	CONSTRUCTION PARTS	36228	6/14/2022	MAINTENANCE SUPPLIES - S	6,430.08	6,430.08
7/12/2022	0021386	STAPLES ADVANTAGE	7358890236	6/14/2022	MAINTENANCE SUPPLIES - P	166.95	166.95
7/12/2022	0022435	RACE STREET AUTO PARTS	589366	6/14/2022	MAINTENANCE SUPPLIES - S	123.99	123.99
7/12/2022	0023234	ZUMAR INDUSTRIES	40304	6/28/2022	CRP SUPPLIES - 1257	861.04	861.04
7/12/2022	0033162	DLT SOLUTIONS LLC	SI565226	5/25/2022	ENGINEERING SUPPLIES	8,046.09	
			SI565283	5/26/2022	ENGINEERING SUPPLIES	6,876.77	14,922.86
7/12/2022	0041399	WRIGHT, RICHARD	11122829	6/17/2022	CDL PHYSICAL REIMBURSEN	175.00	175.00

Sub total for U S BANK: 246,664.34

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7/12/2022	0029528	ADVANCED ANALYTICAL SOLI	31684	6/10/2022	TESTING SERVICES - WWTP	110.64	110.64
7/12/2022	0000047	ALLFORM WELDING	29404	5/26/2022	BEARING INSTALLATION	16,501.21	16,501.21
7/12/2022	0000074	AM TEST, INC.	12782	6/28/2022	TESTING SERVICES - WWTP	460.00	
			127823	6/28/2022	TESTING SERVICES - WWTP	460.00	
			127824	6/28/2022	TESTING SERVICES - WWTP	40.00	960.00
7/12/2022	0000360	CLALLAM COUNTY ER&R	2022.145E	6/23/2022	06/22 EQUIPMENT RENT	728.17	728.17
7/12/2022	0000432	CUMMINS, INC	01-53213	6/23/2022	MAINTENANCE SUPPLIES - V	295.97	295.97
7/12/2022	0000546	EXPRESS SERVICES, INC	27366904-41401	6/22/2022	06/13/22~06/19/22 WWTP	367.20	367.20
7/12/2022	0000633	GARYS PAY & SAVE AUTO BOI	2419	6/28/2022	MAINTENANCE REPAIRS - W	841.81	841.81
7/12/2022	0001258	PORT ANGELES POWER EQU	97988677	5/6/2022	MAINTENANCE SUPPLIES - V	17.47	17.47
7/12/2022	0001300	PUBLIC UTILITY DISTRICT	23007-062322	6/23/2022	05/16/22~06/20/22 176 FRONT	844.87	
			22991-062322	6/23/2022	05/19/22~06/20/22 15180 HWY	190.73	
			23221-062322	6/23/2022	05/19/22~06/20/22 12901 HWY	183.89	
			23040-062322	6/23/2022	05/16/22~06/20/22 FRONT ST	174.41	1,393.90
7/12/2022	0001309	QUALITY CONTROL SERVICE	67517	5/27/2022	METER MAINTENANCE - WW	525.00	525.00
7/12/2022	0000546	EXPRESS SERVICES, INC	27366904-43401	6/22/2022	06/13/22~06/19/22 BBWA	636.31	636.31
7/12/2022	0001300	PUBLIC UTILITY DISTRICT	24561-062322	6/23/2022	05/20/22~06/21/22 BULLMAN E	71.29	71.29
Sub total for U S BANK:							22,448.97

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0000159	BOB BARKER CO INC	INV1758075	4/20/2022	INMATE COMMISSARY ITEMS	833.82	
			INV1774921	6/3/2022	INMATE COMMISSARY ITEMS	182.35	1,016.17
7/12/2022	0000360	CLALLAM COUNTY ER&R	2022.139E	6/21/2022	MILEAGE	43,986.58	43,986.58
7/12/2022	0000503	EAGLE REPAIR & TOWING	5898	6/6/2022	TOWING	158.53	158.53
7/12/2022	0001140	OLYMPIC PRINTERS INC	30402	6/23/2022	ENVELOPES	530.94	530.94
7/12/2022	0001543	SWANSONS SERVICES CORP	1605365	6/16/2022	INDIGENT PACKS	103.05	
			1603006	6/9/2022	INDIGENT PACKS	66.63	169.68
7/12/2022	0001579	TIME KEEPING SYSTEMS, INC	379078	4/18/2022	REPAIR PIPE	125.00	125.00
7/12/2022	0001650	VIKING SEW & VAC	740343	6/23/2022	PATCHES ON/OFF UNIFORM	21.76	21.76
7/12/2022	0004033	CHASTAIN, ANNE	062822	6/28/2022	ANNE CHASTAIN	72.95	72.95
7/12/2022	0004211	CENTURYLINK	206-T01-0387- J	6/16/2022	DATA CONNECTION 6/16/22	335.75	335.75
7/12/2022	0019508	HAM RADIO OUTLET, INC.	P1-378489	5/31/2022	TWO MOBILE TRANSCEIVER	1,524.83	1,524.83
7/12/2022	0031772	WE PROMOTE YOU	41763855	6/27/2022	FLASH DRIVES	531.51	
			41763852	6/24/2022	LANYARDS	190.48	721.99
7/12/2022	0040887	BARCODES LLC	INV6830465	5/12/2022	USB CORDED BARCODE SC/	1,059.66	1,059.66
7/12/2022	0041605	HOME DEPOT PRO	689893832	6/8/2022	JAIL & KITCHEN SUPPLIES	1,605.30	
			688834886	6/2/2022	KITCHEN SUPPLIES	76.73	1,682.03
7/12/2022	0042871	LION GROUP INC	30183200	5/27/2022	FIRE EQUIPMENT FOR TRAIN	813.14	813.14
7/12/2022	0042874	BAGLEY CREEK OUTFITTERS	19837	6/26/2222	UNIFORM - MORGAN, J	327.41	327.41
7/12/2022	0044890	BRITE COMPUTERS	INV25654	6/8/2022	VEHICLE DOCKS	1,676.67	1,676.67
7/12/2022	0046683	ODP BUSINESS SOLUTIONS,	245711576001	6/9/2022	OFFICE SUPPLIES	402.87	
			249268868001	6/13/2022	OFFICE SUPPLIES	402.87	
			245810117001	6/8/2022	OFFICE SUPPLIES	58.08	
			249143324001	6/16/2022	OFFICE SUPPLIES	57.99	921.81
7/12/2022	0046830	ROTHWEILER, THERESA	062822	6/28/2022	MILEAGE	19.31	19.31
7/12/2022	0046962	MFJ ENTERPRISES INC	41496	6/14/2022	DIPOLE ANTENNA	87.97	87.97
7/12/2022	0046963	TRIACTIVE USA FITNESS, EQ	1442	6/15/2022	FITNESS EQUIPMENT FOR TI	4,831.83	4,831.83
Sub total for U S BANK:							60,084.01

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7/12/2022	0001136	OLYMPIC MEDICAL CENTER	OMC 6.30.22	6/30/2022	INMATE MEDICAL	511.71	511.71
7/12/2022	0004826	OLYMPIC MEDICAL PHYSICIAN	71229576570	6/30/2022	INMATE MEDICAL	79.94	
			71229576600	6/30/2022	INMATE MEDICAL	79.94	
			71229576580	6/30/2022	INMATE MEDICAL	79.94	
			71229557320	6/30/2022	INMATE MEDICAL	47.15	286.97
7/12/2022	0025115	RADIA INC PS	Z9LKWTE	6/30/2022	INMATE MEDICAL	5.08	
			Z9LKGXS	6/30/2022	INMATE MEDICAL	5.08	
			Z9LKWSZ	6/30/2022	INMATE MEDICAL	5.08	15.24
7/12/2022	0041537	MCKESSON MEDICAL-SURGI	19526319	6/24/2022	CLINIC SUPPLIES	73.28	
			19508110	6/20/2022	CLINIC SUPPLIES	51.78	
			19531739	6/27/2022	CLINIC SUPPLIES	40.26	
			19506540	6/20/2022	CLINIC SUPPLIES	37.52	
			19432852	5/29/2022	CLINIC SUPPLIES	19.76	222.60
7/12/2022	0046967	JOHN P HUARD OD PLLC	93758032 a	6/30/2022	INMATE MEDICAL	99.00	
			93758032 b	6/30/2022	INMATE MEDICAL	75.00	174.00
Sub total for U S BANK:							1,210.52

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0020849	U S BANK	USBANKJUNE21	6/29/2022	CLERK' SUMMER CONFEREN	433.84	433.84
7/12/2022	0022451	BOTNEN, NIKKI	NBOTNENTRAV	6/29/2022	NBOTNEN TRAVEL CLERK'S	531.41	531.41
7/12/2022	0027983	HYLAND SOFTWARE INC	LE01-262486	6/29/2022	E-FILING EAC 5/15/22-06/15/22	272.00	272.00
7/12/2022	0044071	MONTEZ, VICTORIA	VMONTEZ JUNE	6/30/2022	VMONTEZ JUNE TRAVEL 202	7.02	7.02
7/12/2022	0045455	SWAN, BRANDY	BSWANJUNETF	6/30/2022	BSWAN JUVENILE TRAVEL JL	66.69	66.69
7/12/2022	0045748	KONICA MINOLTA BUSINESS	280784746	6/29/2022	E-FILING EAC 4/15/22- 5/15/22	287.23	287.23
7/12/2022	0046825	JACKSON, ANTHONY	77757	6/29/2022	DISTRICT COURT BLAKE LFC	250.00	250.00
7/12/2022	0046956	ROSS, TRACY	96-1-00314-9	6/29/2022	BLAKE LFO REFUND	2,278.99	2,278.99
7/12/2022	0046957	KREAMAN, BRIAN	16-1-00126-1	6/29/2022	BLAKE LFO REFUND	160.00	160.00
7/12/2022	0046958	MAXHIMER, RANDA	01-1-00135-2	6/29/2022	BLAKE LFO REFUND	860.00	
			02-1-00150-4	6/29/2022	BLAKE LFO REFUND	860.00	1,720.00
7/12/2022	0046959	MORRISON, JOSEPH	94-1-00194-8	6/29/2022	BLAKE LFO REFUND	1,535.16	1,535.16
7/12/2022	0046960	MCCARTER, KEVIN	94-1-00109-3	6/29/2022	BLAKE LFO REFUND	1,358.79	1,358.79
7/12/2022	0046961	HINES, MARI	10-1-00483-1	6/29/2022	BLAKE LFO REFUND	1,100.00	1,100.00
7/12/2022	0046966	REYES, DYLAN	C7059	6/29/2022	DISTRICT COURT BLAKE LFC	825.00	825.00
Sub total for U S BANK:							10,826.13

Clerk Jury

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/12/2022	0025535	LYONS, JONEL	SUPCT2272450	6/1/2022	JURY PAYMENT	23.40	23.40
7/12/2022	0033416	PHILLIPS, KEVIN	SUPCT2275939	6/1/2022	JURY PAYMENT	24.57	24.57
7/12/2022	0039722	BREITBACH, DEBORAH	SUPCT2281651	6/1/2022	JURY PAYMENT	7.61	7.61
7/12/2022	0040389	FLANDERS, RONALD	SUPCT2267120	6/1/2022	JURY PAYMENT	20.48	20.48
7/12/2022	0042406	RITCHIE, CRAIG	SUPCT2275862	6/1/2022	JURY PAYMENT	7.02	7.02
7/12/2022	0043003	WOODCOCK, BARBARA	SUPCT2280604	6/1/2022	JURY PAYMENT	21.65	21.65
7/12/2022	0045082	LINGAN, HENRY	SUPCT2279822	6/1/2022	JURY PAYMENT	17.55	17.55
7/12/2022	0046927	CURNETT, STEVEN	SUPCT2281679	6/1/2022	JURY PAYMENT	29.25	29.25
7/12/2022	0046928	BALLER, TINA	SUPCT2281209	6/1/2022	JURY PAYMENT	15.21	15.21
7/12/2022	0046929	DEYESO, EDWARD	SUPCT2280580	6/1/2022	JURY PAYMENT	17.55	17.55
7/12/2022	0046930	FARRELL, MICHAEL	SUPCT2281529	6/1/2022	JURY PAYMENT	11.70	11.70
7/12/2022	0046931	FOFANOFF, STEPHEN	SUPCT2278299	6/1/2022	JURY PAYMENT	11.70	11.70
7/12/2022	0046932	FOTH, ERIC	SUPCT2281144	6/1/2022	JURY PAYMENT	11.70	11.70
7/12/2022	0046933	HESS-DAVIS, CAROL	SUPCT2282139	6/1/2022	JURY PAYMENT	17.55	17.55
7/12/2022	0046934	KEELER, JOSEPH	SUPCT2278792	6/1/2022	JURY PAYMENT	19.89	19.89
7/12/2022	0046935	KING, SCOTT	SUPCT2280414	6/1/2022	JURY PAYMENT	25.74	25.74
7/12/2022	0046936	LEONARD, ROBIN	SUPCT2277408	6/1/2022	JURY PAYMENT	46.80	46.80
7/12/2022	0046937	BERRETH, GRAEME	SUPCT2277242	6/1/2022	JURY PAYMENT	15.21	15.21
7/12/2022	0046938	LOPEZ, ELYSE	SUPCT2281461	6/1/2022	JURY PAYMENT	18.72	18.72
7/12/2022	0046939	MILES, JAMES	SUPCT2281696	6/1/2022	JURY PAYMENT	12.29	12.29
7/12/2022	0046940	NELSON, JEFFREY	SUPCT2276960	6/1/2022	JURY PAYMENT	21.06	21.06
7/12/2022	0046941	PARKS, RICHARD	SUPCT2281804	6/1/2022	JURY PAYMENT	9.95	9.95
7/12/2022	0046942	PATZMAN, MARY	SUPCT2272695	6/1/2022	JURY PAYMENT	5.85	5.85
7/12/2022	0046943	REIDEL, MICHAEL	SUPCT2276638	6/1/2022	JURY PAYMENT	4.10	4.10
7/12/2022	0046944	SAXE, NATHAN	SUPCT2277612	6/1/2022	JURY PAYMENT	21.06	21.06
7/12/2022	0046945	BIRCH, GREGORY	SUPCT2280339	6/1/2022	JURY PAYMENT	23.40	23.40
7/12/2022	0046946	SHAUGHNESSY, PAT	SUPCT2277036	6/1/2022	JURY PAYMENT	4.68	4.68
7/12/2022	0046947	STAMOOLIS, DAMON	SUPCT2270286	6/1/2022	JURY PAYMENT	18.72	18.72
7/12/2022	0046948	TALBOT, RICKY	SUPCT2273263	6/1/2022	JURY PAYMENT	19.89	19.89
7/12/2022	0046949	VASS, PAMELA	SUPCT2282169	6/1/2022	JURY PAYMENT	17.55	17.55
7/12/2022	0046950	WOOD, ELLEN	SUPCT2279178	6/1/2022	JURY PAYMENT	35.10	35.10
7/12/2022	0046951	BORN, STEPHEN	SUPCT2274702	6/1/2022	JURY PAYMENT	21.06	21.06
7/12/2022	0046952	BUNCH, ROBYN	SUPCT2281136	6/1/2022	JURY PAYMENT	9.36	9.36
7/12/2022	0046953	COLEGROVE, PEGGY	SUPCT2276170	6/1/2022	JURY PAYMENT	21.06	21.06

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	7/12/2022	0046954	COLEMAN, ARMISTEAD	SUPCT2280503	6/1/2022	JURY PAYMENT	11.12	11.12
	7/12/2022	0046955	CUDD, COLLEEN	SUPCT2278634	6/1/2022	JURY PAYMENT	0.59	0.59
Sub total for U S BANK:							620.14	

apChkLst
07/06/2022 9:16:23AM

Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
	7/12/2022	0040381	ACI PAYMENTS INC	1000072083	6/29/2022	ON-LINE RETURNED PAYMEN	48.00	48.00
Sub total for U S BANK:							48.00	

apChkLst
06/29/2022 3:43:07PM

Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/1/2022	0020849	U S BANK	AT4817 6/29/22	6/29/2022	FOOD	150.00
				BG6299 6/29/22	6/29/2022	FOOD	150.00
				DR7414 6/29/22	6/29/2022	FOOD	150.00
				LT4801 6/29/22	6/29/2022	FOOD	150.00
				RD5090 6/29/22	6/29/2022	FOOD	150.00
							750.00
						Sub total for U S BANK:	750.00

apChkLst
07/06/2022 9:26:42AM

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
7/12/2022	0000360	CLALLAM COUNTY ER&R	2022.148E	7/1/2022	CC PUBLIC WORKS	405.00	405.00
7/12/2022	0000546	EXPRESS SERVICES, INC	27403239	7/1/2022	EXPRESS SERVICES	549.73	
			27366914	7/1/2022	EXPRESS SERVICES	456.84	1,006.57
7/12/2022	0026615	RAYMOND, RHONDA	p-cash6-22	7/1/2022	PETTY CASH	103.97	103.97
Sub total for U S BANK:							1,515.54



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of July 4 – 8, 2022

1b
7/12/22

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, July 5, 2022. Present were Commissioners Ozias and Johnson and Administrator Sill. Commissioner Peach was excused.

Items of discussion per the agenda published June 30 were:

- Calendar/Correspondence
- Resolution extending acting County Engineer for an interim period, not to exceed six months
- Agreement with Prosecutors' Association for collective bargaining July 1, 2022-June 30, 2024
- Pre-application questionnaire with Olympic Community of Health for expanding the Olympic Community of Health Table Grant
- Letter of support for the Dungeness Off-Reservoir Project
- Agreement with Washington State Recreation and Conservation Office for the McDonald Creek Fish Passage Restoration Project
- Agreement amendment 1 with Department of Ecology for Marine Resources Committee Operations
- Resolution reappointing Roger Hoffman and appointing Peter Davis to the Park and Recreation Advisory Board
- Agreement with Olympic Peninsula Visitor Bureau for 2022 Hotel/Motel Tax Funds
- Agreement with Peninsula Trails Coalition for 2022 Hotel/Motel Tax Funds

Meeting concluded at 9:47 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, July 5, 2022. Also present were Commissioner Johnson and Administrator Sill. Commissioner Peach was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

PUBLIC COMMENT

- Ed Bowen, commented on item 3d
- Randy Johnson, Jamestown S'Klallam Tribe, commented on item 4a Delhur Industries bid for Lower Dungeness River Floodplain Restoration & Levee Project

CONSENT AGENDA

- 1a Approval of vouchers for the week of June 27
- 1b Approval of minutes for the week of June 27
- 1c Letter of support for the Dungeness Off-Reservoir Project

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

REPORTS AND PRESENTATIONS

- CRJ commented on his time away in Montana
- CMO commented on Sequim High School, Housing Solutions Committee Meeting, North Olympic Legislative Alliance Meeting

CONTRACTS AND AGREEMENTS

- 2a Agreement termination for Hood Canal Regional Septic Loan Program

ACTION TAKEN: CRJm to approve, CMOs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of July 4 – 8, 2022

Page 2

2b Agreement amendment 1 with Department of Ecology for Stormwater Discharge in Clallam County – Phase 1 Project

ACTION TAKEN: CRJm to approve, CMOs, mc

2c Agreement with Lincoln Park BMX Association for 2022 Hotel/Motel Tax Funds

ACTION TAKEN: CRJm to approve, CMOs, mc

2d Agreement with Forks Chamber of Commerce for 2022 Hotel/Motel Tax Funds

ACTION TAKEN: CRJm to approve, CMOs, mc

2e Agreement with Port Angeles Waterfront Center for 2022 Hotel/Motel Tax Funds

ACTION TAKEN: CRJm to approve, CMOs, mc

ADMINISTRATION

3a Resolution regarding maximum membership changes to the Homelessness Task Force

ACTION TAKEN: CRJm to adopt, CMOs, mc

3b Resolution appointing Susan Sullivan, Samuel Schroeder and Leonard Hitz to the Homelessness Task Force

ACTION TAKEN: CRJm to adopt, CMOs, mc

3c Resolution appointing Stephen Pendleton, Clea Rome and Chad Young to the Solid Waste Advisory Committee

ACTION TAKEN: CRJm to adopt, CMOs, mc

3d Resolution appointing Helen Ruth Kenoyer to the Clallam County Board of Health

ACTION TAKEN: CRJm to adopt, CMOs, mc

3e Resolution appointing Erika Lindholm to the Conservation Futures Program Advisory Board

ACTION TAKEN: CRJm to adopt, CMOs, mc

3f Resolution appointing Roger Hoffman and Peter Davis to the Parks and Recreation Advisory Board

ACTION TAKEN: CRJm to adopt, CMOs, mc

COMMUNITY DEVELOPMENT

4a Verbal approval to reject bids on the Lower Dungeness River Floodplain Restoration & Levee Project

BOCC, County Staff and Jamestown S'Klallam Tribe held discussion regarding the request to reject bids

ACTION TAKEN: CRJm to reject the bid, CMOs, mc

HEARING(S)

H1 An ordinance adding a Chapter titled 27.11 County Forestry requirements for Conversion from Forestry to Non-Forestry Use, 6 year Development Moratoriums of harvested areas retained in forestry use, and Conversion Option Harvest Plans

- ARS read the agenda item summary into the record
- Greg Ballard, Department of Community Development, provided a staff report

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

- The following commented:
 - Ed Bowen, Clallam Bay

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

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of July 4 – 8, 2022
Page 3

PUBLIC COMMENT

- Ed Telenick, Sequim, commented on Department of Community Development (see attached)
- Kenneth Reandeau, Port Angeles, commented on Department of Community Development, Lower Dungeness River Floodplain Restoration & Levee Project, Forestry Ordinance
- Ed Bowen, Clallam Bay, commented on wildfires, Lower Dungeness River Floodplain Restoration & Levee Project

Meeting concluded at 12:38 p.m. and continued to 9 a.m., Monday, July 11, 2022.

There are no Zoom chat logs for the week of July 4.

The Board of Commissioners attended a WSAC Virtual update, Coffee with Colleen, KSQM Radio Show during the week of July 4.

PASSED AND ADOPTED this 12th day of July 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

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
Ed Telenick
7/5/22

The following letter is in response to an internal email sent to the Director of Community Development by the County Risk Manager (T. Reyes) on Feb. 14, 2022 after we requested an ethics investigation into 3 areas in which we believe our rights as citizens and taxpayers are being violated.

The email was obtained through a public records request. The information contained within it was only partially shared with us in telephone conversations with Tom Reyes after he conducted his investigation.

We will share the email with responses to each of his findings (with supportive documentation) and respectfully request that it be given a second look by an independent third party as it is clear the County is not willing to evaluate the situation thoroughly or objectively.

1) No fines were levied against Mr. Fell by CE.

This statement is misleading and disingenuous at best. Jesse Major, a CE officer at the time, and authorized surrogate of the Director (**CCC 20.08.010 5A**) had taken this case to a Hearings Examiner on March 18, 2021 (**CMP2020--00130**) for repeated violations of two County Codes, junk vehicles (**CCC 19.6.040**) and Building code violations (**IBC 105.1**). Specific orders were given by Andrew Reeves regarding the fines that were assessed against Mr. Fell on April 8, 2021.

Information was provided to the Director as late as June 29, 2021 that Mr. Fell had accumulated \$2400 in fines for the JV violations alone. Because a second violation regarding the building code violation was unresolved, the fines were not collected at that time. An internal email chain makes it clear the Director was unaware of what her responsibilities were and asked the CE officer what the next steps were. (**emails dated June 28-29, 2021 Attachment A**)

Unfortunately Mr. Major was the last remaining member of the CE team. He quit within days of this email, partly because of the internal problems that the Director created within the Department. He later told us it was his intention to have these fines collected and had told the Director this prior to leaving.

A second CV for junk vehicles was issued on Sept. 23, 2021 (**CMP2021-00168**), with no Certificate of Correction issued for the initial complaint (**CMP 2020-00130**).

A third CV violation for JV has now been reported. As of this date more junk vehicles remain on the premises.

A recent dumped vehicle had Nazi symbolism and profanity directed at the occupant of the property. There have been approximately 9 CV complaints from neighbors on this property since 2021 but most have not been assigned case numbers. There have been at least 10 junk or stolen cars that have moved on and off the property since it was first occupied and over 60 Sheriff reports generated.

Once this case was brought before a HE, authority was transferred to this examiner (**CCC 20.33** and **CCC20.04.030(2)**).

There are no provisions that we can find authorizing the Director to override the HE orders or penalties. To date, there have been no Certifications of Correction issued to Mr. Fell for any of the open violations as far as we can determine so this CE case remains open and subject to fines (**CCC20.20.020(6)(15)**).

CCC 20.28.030 expressly prohibits the Director from waiving penalties that have been assessed, especially in lieu of the fact that we find no evidence that a Voluntary Compliance Agreement was ever signed and repeated violations of both the Junk Vehicle and Building Code violations continue to this day. Repeated occurrences and fines accrued in critical areas

are subject to more severe penalties.

Saying the fines were not “levied” seems to be a word game that Mr. Reyes is playing. All the Codes we reviewed speak of “accrued” fines and say nothing about “levying” them. It is abundantly clear from Andrew Reeves decision that he expected those fines to be meaningfully applied and it was the mechanism that would have incentivized Mr. Fell to clean up his mess.

2) The 2004 permit is expired and has never been finalized (failed inspection) The newest permit was issued in December 2021(applied for in Oct. 2021), a requirement of the HE order dated 4/8/21.

Again this statement is misleading. While it is true that the original permit was issued in 2004, failed and expired in 2006. It is clear to anyone seriously evaluating the case that Mr. Fell was continuing to work and cover up serious deficits to this dwelling despite having orders to obtain a permit and discontinue illegal work as early as February 16, 2021. To date there has only been one inspection of this dwelling since 2006 (Aug. 19, 2021) when it was once again tagged with deficits.

Issuing a second permit for a minor remodel on December 2021 that was the subject of repeated written warnings and two red tag warnings virtually guaranteed that this house would never be brought to compliance, despite what the stated intention of the Building Department and Director was. While the Director and staff should have some latitude in obtaining voluntary compliance, this situation clearly shows that the owner had no intention of repairing this structure to meet applicable codes.

Serious structural, plumbing and electrical issues have all been covered up. Because the 2004 framing permit inspection was approved in 2021, there is little chance that L&I will require uncovering walls that are hiding severe and dangerous damage, as they had no knowledge of the damage that occurred in the ensuing years between 2006 and 2021. (We are aware that the responsibility of electrical work is under the authority of a State agency but by bypassing the sequence of events and finalizing a framing inspection on 8/19/2021 the County became entangled in another mess).

The L&I permit Mr. Fell took out under his own name in Sept. 2020 (**3443870P**) but never had an inspection once the initial power was connected in November, 2020 so the entire electrical system is buried behind walls or underground with no inspections; yet it will appear to a future purchaser that the dwelling required only minor work to bring it into compliance. The same holds true for plumbing that was never inspected or properly pressure tested before covering as there was no potable water supply when the work was done.

Until the walls and insulation are completely removed so rodent damage, frayed wires and other safety hazards can be properly evaluated, this house will continue to pose a danger to it's occupants.

3)The Hearings Examiner's report specifically states “absent justifiable delays” fines will be levied, and it is not uncommon for DCD staff to work with citizens during the permitting process to obtain compliance.

Internal emails and screen shots of communications between Mr. Fell and staff clearly indicate that Mr. Fell was knowingly ignoring HE orders and their own requirements for obtaining compliance. He did not apply for a permit until Oct. 1, 2021. He continued to receive warnings past the HE date for obtaining a permit. He did not obtain a permit until Dec. 16, 2021. To date there have been no fines collected or Voluntary Compliance Agreements entered into that we can determine. The owner is now trying to sell this property.

Mr. Reyes statement does not accurately reflect the true intention of the HE order or accurately represent the situation. It was clear back in April, 2021 that the "work with the citizen" approach was not going to be successful. Mr. Reyes was aware of the reason that Mr. Fell was given 7 months to obtain the permit and yet disregarded the entire exhibit that Mr. Reeves used in granting this extension, focusing only on the verbiage in the Order.

In actuality, the reason Mr. Fell was given such latitude and an extended time frame was that a survey conducted prior to Mr. Fell's purchase of the property showed a property line bisecting the structure. The HE had been told by the Principal Planner (Donella Clark) that no permit would be issued until a BLA removed the encumbrance and relocated the property line to meet County setback requirements.

One month after the Hearing, Ms. Clark arbitrarily overrode her own requirement and said Mr. Fell would be allowed to move forward in obtaining a building permit despite having a property line bisecting the preexisting structure. She cited CCC33.43.030 as her rationale. She completely ignored CCC 33.43.080 which was far more applicable. We find no evidence that Mr. Reeves was ever notified of this change and Ms. Clark had no authority to override the HE orders.

There are two other important codes that are particularly relevant to this structure. Both have been ignored.

First, this structure was so badly damaged that it technically should have been abated under CCC 21.01.080. While we understand that this would have been a drastic action, it was not unreasonable to have required this structure to have been restored to a safe condition at the very minimum.

Second, because this dwelling is located within a Critical Area of the SMA, it was technically considered abandoned after one year and should have been abated or at the very least brought into compliance within 18 months (CCC 35.55.010).

Both of these codes provide the authority and responsibilities that the DCD and County Assessors office should have used to ensure this structure was brought into compliance with the laws. This was never done.

It is well known to the County, that despite our good faith efforts to provide the non contested BLA that would have met the setback requirements, Mr. Fell chose to pursue an unfounded adverse possession claim against us and has intentionally created a situation that has now hopeless entangled the County and has delayed possible resolution of this for all parties involved. Had the County followed the law and HE orders, much of this mess could have been settled long ago.

Mr. Fell has now apparently abandoned the remodel and is currently attempting to sell this encumbered property to a buyer who will inherit a huge mess that the County was complicit in covering up. Meanwhile the dwelling and illegal trailer occupants continue to create nuisances, safety concerns and environmental damage to a Critical Area and further contribute to the decline of our neighborhood.

4)Concerns were raised that CVE violations are not being enforced by DCD.

This statement is true but does not absolve the County from responsibility when codes and laws are broken. **Chapter 19.60.060(1)** states that **any** law enforcement officer and the Prosecuting Attorney have enforcement authority for junk vehicles..

Environmental Health can enforce codes involving on site septic violations under two provisions provided by J. Reed in an email dated 9/21/2021. (**CCC 41.20 and WAC 246-272A**).

Ultimately it appears that the Sheriff is responsible for law enforcement within our County.

(CCSO Policy Manual 100.1.1, RCW 36.28.010)

If the DCD is unwilling to follow the laws she swore to uphold there are mechanisms within the RCW and CCC that should be enforceable. The Home Rule Charter provides considerable authority for the Director to carry out her duties but there is nothing that absolves the Director from her responsibility following the laws.

5) Mr. Telenick has had no fines levied against him so as to show a property loss.

This is probably the most egregious statement of all in Mr. Reyes letter to the Director. Our concerns have absolutely nothing to do with material loss.

In our initial letter to Mr. Sill and Mr. Reyes, we included the email thread directly from Director Winborn (which was somehow missing from the public record file that was included in the original packet of information provided to them). *ATTACHMENT C*

This was not based on any statement by a CE officer, as Mr. Reyes states, but was part of an internal email sent to Ms. Winborn by A. Warren in the Building Department. Ms. Winborn's threat was made in response to several letters we wrote over a period of 9 months concerning the manner in which Mr. Fell was bypassing the entire building permit process.

The real issue is that rather than acknowledging the missteps her staff made in this case, Ms. Winborn took actions that were strictly used as a means to pressure us into silence.

Our properties have never been the subject of any CV complaints in the 31 years we have lived here. It was not the monetary loss that Mr. Reyes claims never occurred which troubled us, but the veiled threat about forcing us to remove a garage that was built in the 1960's; as well as several other false accusations that would be far more consequential than a mechanical permit for solar panels (that was a simple oversight by the contractor). The only reason the solar panel permit is relevant is that it showed this was more than an idle threat.

It is unconscionable that this County would spent so much time pursuing us when they should have been focusing on serious issues that were impacting the safety and property values of an entire neighborhood abutting a critical area.

Both the Administrator and Mr. Reyes were acutely aware of the vindictive and retaliatory nature of Ms. Winborn when this was brought to their attention, and long before we submitted our request for an ethics investigation. We can provide significant documentation that this has been her style of management and has resulted in significant morale, staffing and liability issues within several departments within the the County. **(Attachment B)**

The way this issue was handled had already done significant damage to our faith in the DCD. It also ruined a relationship with the Director that have known for 25 years and fully supported in two elections. We truly thought she was a positive force for the community until this happened. Now we are left with the sad realization that not only has she failed in the performance of her duties but County Administration is unwilling to honestly deal with it. We can fully appreciate the challenges that the Home Rule Charter poses for other elected officials regarding their ability to enforce actions against this Director; but refuse to believe that a citizen can be bullied into silence or selectively targeted for simply trying to shine a light into the misfeasance or nonfeasance that has, and continues to occur in our situation.

Unfortunately, we live in a County that provides more protections and options to it's employees through Labor Policies and Administrative Codes than it does for it's own citizens. The Sheriff, Commissioners and Administrator are ethically bound to protect such overreaches and should at the very least help expose them, versus defending, ignoring or covering them up.

6) EH is conducting their own investigation into this(assigned to Kevin by Rich Sill). This is in regards to the health violations, waste dumping, illegally occupied trailers,etc.

We have reached out to EH many times since Jan. 2021 regarding our concerns that public safety was in jeopardy and the environment were being damaged. Apparently, this has been assigned a low priority and to date has not been adequately addressed. Repeated requests to have Mr. LoPiccolo, to investigate this and speak with us, have gone unheeded for well over a year.

Recently, a juvenile at the residence (the owners grandson), who was living in the front seat of an abandoned SUV stabbed himself while threatening suicide. He had been drinking unfiltered water from Macdonald Creek and was defecating in buckets for months because there was no potable water on site as Mr. Fell had cut power to the property and removed a septic. He had recently caught his clothes on fire while lighting a candle inside the vehicle in an attempt to keep warm.

This individual had been in repeated trouble with authorities and was awaiting a rehab bed. He already had a felony conviction as a minor but records have been redacted so it is hard to ascertain the nature of the crimes.

He was well known to authorities and CPS. He had been in detention but for some reason was released back to an unsafe environment and was using drugs that were readily available to him at that location. The day he stabbed himself his mother was screaming at him telling him how stupid he was for doing this. She did not seem to take his suicidal thoughts seriously. He was bleeding, filthy and yet he was afraid he would be arrested for another outstanding warrant so did not want us to call authorities. At some point his mother called CCSO after he reached out to us and they arrived on scene shortly thereafter.

CCSO confirmed that he was requesting help. After receiving assurances that he would not be arrested he agreed to be transported to the hospital via ambulance under an ITA order. His wounds were superficial but the knife was rusty. He was filthy and had evidence of prior cut marks on his arms. He said he had no real options as long as he remained on this property but wasn't able to move to his father's until after some court issues were resolved.

Five hours later he was sent home without a mental health evaluation or a shower by his own report. He was only given a tetanus shot. The living situation at the residence had not and still has not changed where his mother still resides.

Fortunately, a few days later he was arrested on the outstanding warrant and had turned 18 so he was jailed as an adult and doesn't appear to be living on premises at this time. At least there he was able to receive care and was temporarily removed from the unsafe situation.

This is only one example of what has occurred on the property but it provides a clear example of what can happen when rules are ignored. Just because there is no raw sewage bubbling up from the ground doesn't mean it shouldn't constitute a high priority to EH.

7) The “red tag” notice was posted as a result of code violations needing correction. Furthermore there is nobody living at the house at this time.

This statement is partially true but again misleading and incomplete. This house did have violations but also presented significant safety issues as much of the flooring was removed or rotting and black mold was present.

A notice was placed in a window in mid- February 2021 after Mr. Fell had repeatedly ignored warnings to stop working on the structure until he obtained a permit. It was one of the very reasons he was required to attend a Hearings Examination on March 18, 2021.

Mr. Reeves reiterated that Mr. Fell was not to do additional work until he obtained a building permit. The house was to be secured to prevent unauthorized entry which he agreed to.

Unfortunately significant work did continue without permits and there were occupants staying inside at night. Mr. Fell did not use licensed contractors or obtain the structural engineering report that should have been required, but instead used friends of his daughters who were

unskilled and willing to violate the red tag in attempts to cobble the structure back together. Mr. Fell eventually hired a licensed insulation company to work on the house but never told them he was under orders not to do so without a permit. He had partially obscured the tag so it was not visible to the workers, who promptly left upon discovering the situation.

Mr. Fell then approached the Building Department and was given permission to proceed with the insulation despite the HE orders, unbeknownst to the Director. This was done despite a failed expired permit from 2004 for a structure that was so seriously damaged that the BOE committee hearing revalued the dwelling as having zero value based upon photographs and Mr. Fell's own testimony. **(BOE 2020-167 Apr. 13, 2021)**

Ms. Warren avoided answering several emails with concerns as to how this could happen. She eventually responded and distorted the terminology stating Mr. Fell was not issued a "permit", but was allowed to proceed under the failed expired 2004 permit in order to insulate the floors and ceiling, completely disregarding the fact that both were irreparably damaged during the 17 years that had elapsed. She stated that there were only "minor corrections" required for the addition that failed in 2006 with a full understanding of how bad this dwelling was damaged during the following 15 years.

Once again, this decision was made without authority to do so and overrode the HE order. At the time, Ms. Winborn said she believed Ms. Warren's strategy was to grant permission for minor work in order to allow an inspector to gain access to the home and evaluate the extent of damage. This was never done. Mr. Fell proceeded to enter and work on the house without a permit throughout the summer. He hired mostly untrained workers and continued covering up serious deficits throughout the summer as there were no CE inspectors. Ms. Winborn disingenuously complained that she had no CE officers to follow up when it was her unwillingness to support their efforts that caused the team to quit in the first place.

8) Permits are often issued for this very reason(i.e. repair a home to make it livable)

This statement is laughable in this case.

This dwelling was so seriously damaged that several contractors walked away from it and stated it should be torn down. This house and 2 acres sold for \$15000 in late Oct. 2020 in a handshake deal after being abandoned almost 4 years prior. It was heavily damaged from both vandalism, rodents, vermin and the natural elements. It should have been razed as an unsafe structure.

The DCD was well aware of the extent of the damage well before the HE case. There was no reason whatsoever to grant Mr. Fell the latitude they did in extending the 2004 permit, given both the degree of damage and his continued refusal to abide by the process that was required to repair it to any semblance of a safe structure. There are multiple state and local laws governing how this dwelling should have been dealt with, especially as it had been abandoned for 4 years and was a significant public safety risk.

Incredibly, a new permit **(BPT2021-00880)** was issued despite a second open permit for the failed 2004 room addition **(BPT2004-00413)** with multiple existing CV's, and an unresolved HE order. Only one building inspection has been conducted since 2006 (Aug. 19, 2021) where additional deficits were identified. **CCC 21.01.150(6)** prohibits reissuing of additional permits subject to enforcement orders. While this code may grant some latitude regarding correction of the building code deficits that were present, it has nothing to do with the JV enforcement order that has never been resolved.

Granting a permit in December, 2021 for a "minor alteration/addition" valued at \$22,000 dollars is not only fiscally irresponsible but unfair to every citizen that is required to follow a costly and time consuming process for obtaining a permit. It has allowed a fundamentally unsound structure to bypass critical steps that should have been done to bring this dwelling up to code.

9) Ms. Winborn is an elected official, thus she is accountable to the people (not Clallam County policies).

This statement is true only so far as it applies as to how she chooses to enforce policies from everything we have come to understand.

We are not lawyers but find no evidence that any Director, elected or appointed, is allowed to bypass RCW's, Codes, Ordinances or violate their Oath of Office.

It is clear that the County feels it no direct authority over her actions but both the Commissioners and Sheriff have a duty to uphold our laws. If she is unable or unwilling to do that job it should not be incumbent on individual citizens to seek legal relief or to take on the challenge required by using one of the 4 options outlined in the Charter.

No citizen should face intimidation for simply asking that laws be followed in order to protect their own safety, their property and their investments. This is a fundamental right we all have as citizens.

We have found several other options besides the provisions authorized under Article VIII that the Sheriff and County Administrator should have used in this situation.

There is a provision under state law authorizing lawsuits among elected officials after a mediation (**RCW36.46.010**) It should have been initiated once it was clear that private mediation was not resolving the situation, that she was not interested in working with the Administrator or Commissioners and the ongoing dysfunction within the DCD was continuing to effect critical County business and make employees jobs untenable.

RCW 36.16.125 addresses abandonment of responsibilities and being absent from the County, both of which are applicable in this case.

An internal investigation conducted as part of a grievance filed by an employee who had been subjected to abusive behavior determined that Ms. Winborn was not performing her duties in a professional manner. She made statements that should have been deeply troubling to anyone. A collection of those statements is included as a separate attachment.

CCC 19.60.060 grants enforcement authority regarding Junk Vehicles to both Law Enforcement and the PA office and restricts the Director from overriding fines imposed by a HE, under whose authority her powers were relinquished to (**CCC 26.04.030**).

This same restriction holds true for Building Code violations under **CCC 20.28.030**.

Under **CCC 26.01.020**, it appears that the Director of the Planning Department is responsible to both the County Administrator and Board of Commissioners.

Environmental Health has its own authority and mechanisms for enforcement (**CCC 41.20, WAC 246-272A**).

The Commissioners do have a responsibility to taxpayers if the HE's orders they fund, are not being honored .

We are happy to defer to those who have the legal expertise to fully investigate our concerns but do not feel this was done. At this time do not feel comfortable having the very people who are legally bound to protect the County's interests conduct an investigation regarding our concerns. We respectfully request that this be done

From: Reyes, Tom <treyes@co.clallam.wa.us>
Sent: Monday, February 14, 2022 5:42 PM
To: Winborn, Mary Ellen <mwinborn@co.clallam.wa.us>
Subject: Ed Telenick Letter

Mary Ellen,

Attached is a copy of a letter Mr. Telenick dropped off here at HR a little over a week ago now (yes, I know it is dated December 28 – that must be when it was drafted). As we discussed last week, this is why I was looking for the information you've provided. Annette added a little more information today. The following are my findings, which I have verbally stated to Mr. Telenick:

1. Mr. Telenick believes there are outstanding fines against Mr. Fell levied by code enforcement. He wants these fines collected. – Finding: Unfounded - No fines were levied against Mr. Fell by CE.
2. Mr. Telenick believes the 2004 building permit issued to Mr. Fell was recently finalized by DCD, thus allowing a new permit to be issued and exacerbating the boundary line dispute between Mr. Fell and Mr. Telenick. – Finding: Unfounded - The 2004 permit is expired and has never been finalized (failed inspection). The newest permit was issued in December 2021 (applied for in October 2021), a requirement of the Hearing Examiner's Order dated 4/8/2021.
3. Mr. Telenick believes fines should have been levied against Mr. Fell for failing to obtain a permit before October 19, 2021, as ordered by the Hearing Examiner. Further, by not pursuing fines it reflects a lack of fiscal accountability. – Finding: Unfounded - The Hearing Examiner's report specifically states "absent justified delays" fines will be levied. Mr. Fell's application for permit was submitted prior to the October 19 due date. The review process was occurring at the time of the deadline, thus creating a "justified delay." Furthermore, it is not uncommon for DCD staff to work with citizens during the permitting process, thus helping them to become compliant with whatever the building issue is.
4. Mr. Telenick believes Clallam County Code violations are not being enforced by CE. – Finding: Unfounded - DCD carries a full Code Enforcement case load and offers a Code Enforcement system that allows for voluntary compliance from the violator with a Hearing Examiner option encouraging compliance over fines, but will initiate fines when all other administrative measures are taken. ~~This is a DCD matter as CE is under the authority of Ms. Winborn.~~
5. Mr. Telenick alleges DCD (CE) is retaliating against him based on a statement made by a CE officer. This allegation stems from CE informing him that a building remodeled on his property and solar panels installed on his roof were both done without proper permits. – Finding: Unfounded - Mr. Telenick has had no fines levied against him so as to show a property loss. The fact is, Mr. Telenick's solar panels were installed by a company that did not obtain a permit as required. Note - Mr. Telenick states the remodel to the building in question occurred prior to his purchase of the property.
6. Mr. Telenick alleges Environmental Health is doing nothing about serious health violations occurring on Mr. Fell's property (i.e. waste dumping by people living in trailers/motor homes on the property). – Finding: EH is conducting their own investigation into this (assigned to Kevin by Rich Sill).
7. Mr. Telenick alleges a violation of a "Red Tag" notice posted on Mr. Fell's residence, which did not allow entry into, or occupancy of, the home. – Finding: Unfounded - The "Red Tag" notice was posted as a result of code violations needing correction. Furthermore, there is nobody living inside the residence at this time

ADDED BY
MEW AS A
CORRECTION
TO MR. REYES
FINDINGS

8. Mr. Telenick is upset that Mr. Fell's was allowed to successfully appeal to the County that his (Fell's) residence has no value, but yet the County issued permits to repair/remodel the home. – Finding: Permits are often issued for this very reason (i.e. repair of a home to make it livable).
9. Mr. Telenick does not believe Ms. Winborn is enforcing established Clallam County Code, and at best, there is only selective enforcement. – Finding: Ms. Winborn is an "Elected Official," thus she is accountable to the people (not Clallam County policies).

These conclusions stemmed in part from information you and your staff provided. If something appears to be inaccurate, please let me know and I will make the needed changes.

Thank you,

Tom

draft of letter to CC Administrator

1 message

Ed telenick <e.telenick@hotmail.com>
To: ed telenick <etelenick@gmail.com>

Tue, Dec 28, 2021 at 12:08 PM

Good morning Rich and Tom..

I've been wrestling with how to distill almost 18 months of what has happened to us into a digestible form and decided the best approach is to provide information that is relevant to you from a risk management standpoint.

There are three primary areas in which we believe that the County has violated laws. We are asking for an ethics investigation into the Department of Community Development for the following reasons regarding the 550 Sherburne Rd. address (parcel 04-30-20-23-0100)

1) Multiple building and environmental code violations have been allowed and methods for resolving them have further violated other statutes . In attempting to bypass the normal process to ensure a safe construction County employees Donella Clark and Annette Warren with the tacit approval of the Director (Mary Ellen Winborn) undermined several mechanisms that were in place to prevent a situation that should have not happened . Their decisions have hampered efforts by CE, EH and CCSO to do their jobs. This has jeopardized our safety, our property values, and allowed environmental protections to be ignored. This has created a situation where an entire neighborhood has been negatively impacted and our rights to enjoy our own property have been violated.

2) We are currently the victims of retaliatory and selective actions against our properties at 470 and 510 Sherburne Rd. for simply asking that the County follow the laws and building codes that we are all supposed to abide by. Instead of working with us to help improve a neighborhood that has been in decline it seems we are now considered to be the problem. Director Winborn has chosen to use public resources to carry out actions against us that feel like attempts to intimidate us into remaining silent about serious concerns we have about how the situation at 550 Sherburne has been handled.

3) Fiscal accountability. As taxpayers we have the right to expect responsible use of public monies by public employees. County employees from the DCD, CCSO,BOCC, the Assessor's Office, District Court 1, EH, and PR have spent hundreds of unnecessary hours on this case because the DCD chose to ignore or override reasonable solutions to problems that were largely avoidable. They had both the authority and obligation to do so.

Rather than attaching hundreds of documents and emails to substantiate our claims we will provide references to a small sample of the documents that are readily available within the Public Records department. Two former employees of CE who still work for the County (Jesse Major and Diane Harvey) both have considerable knowledge as to how this situation evolved and can provide valuable insights as to what transpired regarding this case. The references listed below are not the violations themselves but provide a reference for evaluating the pathways that have been followed by the DCD and EH

Violation of Building and

Environmental Codes

CMP 2020-00130- This code violation is the initial complaint at 550 Sherburne Rd. filed by the County on behalf of Roger Fell on 6/29/2020 against a property he was attempting to purchase but did not own. He was seeking public assistance for junk car affidavits and a publicly funded dumpster.

This document was filed sometime after 11/5/2020 but was backdated to the 6/29/2020 date.

Although the County routinely considers us as the originators of this complaint, we have never filed a formal code complaint against this property to date. Multiple other neighbors have filed complaints against this property but

none have ever been assigned case numbers.

CMP 2020-00170- This code violation was initiated at 13 N. Maple Ln. Port Angeles and ultimately resulted in a Writ of Restitution against the owner's daughter (Jessica Fell and her juvenile son). It was the reason they moved themselves and their junk onto the Sherburne property. This arrangement is responsible for the majority of the nuisance and environmental issues that have plagued our neighborhood for over a year.

CMP-2021-00168- This code violation was also submitted by the County on behalf of Mr. Fell on 9/23/2021 despite ongoing unresolved violations regarding both junk vehicles and building codes.

BOE 2020-167 This hearing was conducted on April 13, 2021 after Mr. Fell (the owner of record) petitioned the County for a reduction in taxes. It provides powerful evidence about how badly the property was damaged. There is valuable information in Mr. Fell's own words and photographs in this document showing the extent of the damage which DCD was already aware of. At this hearing the value of the structure was reduced to zero. The building should have been abated as a public safety hazard.

By that time of this hearing Mr. Fell had already been required to attend a HE on March 18, 2021 for violating a red tag placed on Feb. 16, 2021 related to Building Code violations and violating the junk vehicle ordinance. The evidence presented by CE (Jesse Major) to Judge Reeves clearly outlines the early stages of what transpired and was the point at which the DCD should have acted to enforce the laws that were knowingly being violated.

BPT 2004-00413- This is the room addition permit that failed and expired in 2006 and is the basis for much of the malfeasance that has occurred throughout the year. Permission was granted to work on this house without permits despite ample evidence of the level of damage to the structure. There have been known repeated violations of orders to obtain permits before proceeding. This permit was signed off in fall of 2021 despite known deficits to both framing, insulation, electrical, plumbing and severe structural issues that still likely exist to this day under drywall and insulation.

BPT 2021-00880- This is a remodel permit was granted for the 550 Sherburne Rd. address on December 16, 2021 despite inadequate inspections and existing violations from the 2004 permit that have still not been rectified.

CCSO reports.- There are approximately 40 incidents that have occurred on this property since Jan. 2021 including felonies, theft, public nuisances, junk vehicles, and CPS contacts. The Sheriff's Department is very familiar with this address and has been unable to act in large part because of the fractured relationship between CE and CCSO; or lack of CE altogether.

We have considerable written and photographic evidence to support our claims but are reluctant to disclose some of them at this point. An independent review will certainly bring many of them to light.

Retaliation issue

We are currently the subjects of retaliatory measures and selective enforcement against our properties at 470 Sherburne Rd. and 510 Sherburne Rd. by the Director of DCD.

There are email communications with clear evidence that the County has been working behind the scenes in order to selectively build a case against us for code violations that are either spurious or targeted specifically against us.

The County is currently requiring the installers of our solar system to obtain mechanical permits for a system that was installed in 2014. A County employee was sent to our residence to photograph the roof on Sept. 2; one day after we sent a letter to the Building Dept. asking reasonable questions as to how the owner of the 550 Sherburne Rd. house was allowed to continue construction and allow occupation of the residence without sanitation. There are currently 424 solar installations in Clallam County. The PUD solar expert and two installers in Clallam County are unaware that the County has ever gone to such extents to pursue this type of action.

On November 23, 2021 we sent a second letter to CE requesting information regarding the status of the

CMP2020-00130 complaint; as ongoing violations were occurring including illegal construction, and occupation of trailers without sanitation. We also questioned the status of the thousands of dollars of uncollected fines that the owner had accrued because of these violations.

Instead of answering the questions, the following day we received a letter from Ms. Winborn asking us about our code violations. We were told that the County wanted to know when our violations would be corrected and has since reached out to our solar installer and required a mechanical permit.

Fiscal accountability

Both DCD and EH have allowed the owner to bypass many of the typical fees that should have been required with such a challenged property. Additionally, there are thousands of dollars of fines that to our knowledge have not been collected, further enabling a serial code violator to move forward with no apparent consequences.

Missteps by the County employees and the Director that overrode a well-prepared case that had solid enforcement potential has now entangled the County in a complex situation that is going to be exceedingly difficult to unravel.

My apologies that this letter is much longer than I intended it to be but this case is complex and doesn't lend itself to a brief overview...Sorry!

Gonzalez, Kelly - ATTACHMENT A

From: Major, Jesse
Sent: Monday, June 28, 2021 9:34 AM
To: Winborn, Mary Ellen
Subject: RE: Ed

Mary Ellen,

Roger has accrued \$2,400 in fines for the delayed removal of the junk vehicles. He was ordered by the Hearing Examiner to remove the vehicles by April 1, 2021 and they were removed April 24, 2021.

That fine has not been mailed as there is still another deadline related to his building permit. Roger is also required to obtain an approved building permit by October 18, 2021 or be fined \$100 per day up to \$5,000.

After that, I'm not sure what the next steps are.

-Jesse

Jesse Major

Code Enforcement Field Officer
Clallam County Department of Community Development
360-417-2000 ext. 3729

From: Winborn, Mary Ellen
Sent: Friday, June 25, 2021 4:23 PM
To: Major, Jesse
Subject: RE: Ed

Ok, thanks.

I also need to know the possible next steps.

Mary Ellen Winborn, Director
Clallam County Dept. of Community Development
E. 4th Street, Suite 5, Port Angeles, WA 98362
Phone: 360-417-2323 Fax: 360-417-2443
mwinborn@co.clallam.wa.us
<http://www.clallam.net/dcd/>

From: Major, Jesse
Sent: Friday, June 25, 2021 3:31 PM
To: Winborn, Mary Ellen
Subject: RE: Ed

I just stopped by his neighbor's house and let them know to stop working without a permit, again.

Roger Fell's daughter Jessica Fell is back on the property, but she says she's finding a campsite in the next few days, and will probably be back and forth during the summer. She is dumping her sewage as Roadrunner and I told her to keep the receipts. She seems to be doing better and said she is working with various programs to find housing.

-Jesse

ATTACHMENT B

The following collection of statements are taken directly from Ms. Winborn's own notes as part of an investigation conducted by Mara Vinnedge, a labor dispute attorney working for Sebris Busto James. It is result of a grievance filed by a Senior Planning and Code Enforcement officer against the Director of Community Development in the fall of 2020.

"I do not want some on(sic) that is overweight advising me- They know no caution. Government is caution."

"She may be really smart, but doesn't realize that if it is true that she traded all of their money- maybe her judgment is not what it should be and if she gambles I need to keep a watch on that and I do not always want someone that gambles advicing (sic) me".

"I think she may consider herself a witch: she has these animal cards she gave me; she talks about ruins(sic) and has rocks/ruins(sic) in her pocket with ancient inscriptions. She says she is a Christian but I don't see it."

This was further corroborated in the interview conducted by Ms. Vinnedge where Ms. Winborn further elaborated and stated that the complainant claimed **"she was a warlock"** and that **"she loves Harry Potter"**.

On 9/8/2020 Ms. Winborn had a meeting with the complainant who **"told me DCD was a mess- I told her I was done with Clallam Co. She thought I was bearing (sic)- I'm just done"**

Interestingly this is very similar to the feelings she expressed in a telephone call we had in late spring of 2021 when she stated she couldn't wait to be done with her job, expressing that she had been victimized by almost everyone within the County and they were all out to get her.

She has not meaningfully participated in County business for a year and recently moved out of state so this was apparently more than just a statement written during a moment of frustration.

"I ran on the issue of getting Code Enforcement back into the Department from the sheriff's office. I ran on that issue, because with code enforcement you could see instant results. I wanted to be able to have an immediate impact on people's lives. People want fair treatment and that's what I ran on"

Ironically, she was responsible for the entire CE team leaving last year because they were unsupported and treatment has been anything but fair to many law abiding citizens.

"I do say code enforcement is sexy- everyone likes code enforcement" There is considerable discussion regarding sexualized behaviors and completely inappropriate discussions regarding sexual orientation, manner of dress, stereotypical behaviors etc.

Ms. Winborn at one point also asked the compainant **"do you have Asperger's"?**

This mirrors a specific conversation we had regarding an ongoing CE case where she said **"don't you think he has mental health issues"?**

These are completely inappropriate diagnoses that she made regarding her own staff and members of the public as well and are serious violations of citizens civil rights.

Ms. Winborn referred to the County Administrator as the **"Homecoming queen with a gun"** and

defended this, stating **“he is an ex-cop and has a figurative gun and a real one”**. She said it was meant to be funny. In the same paragraph she states that **“I can be pointed and direct but never mean to hurt people's feelings”**. The Administrator and complainant apparently disagreed with her.

“Why did you describe (redacted) Greg and (redacted) as the Dark Triad? There are three of them and it was difficult to get them to do what I wanted. So I just came up with this term. It could have been the 3 stooges”.

“She doesn't understand that you can't receive the same level of care in public sector as you do in the private sector. She has very high standards. She is a perfectionist. What I was trying to tell her is government employees do not have that same high standard of care. They are there to get a paycheck”

These statements provide a brief snapshot into one employee's experience but are by no means exclusive of the pattern that is well defined. The full report gives troubling insights into the level of dysfunction that exists within all departments under this Director's leadership and clear evidence that the Director engaged in unprofessional if not illegal behavior as a general management style. Shouting matches, slammed doors, and vindictive behavior were also common behaviors as reported by employees.

While the exact number is difficult to quantify, one employee estimated that 16 people had left the Department by 2020 because of the Director's poor leadership skills and abusive behavior. Personal experience, discussions with the Administrator, Sheriff and all three Commissioners made it clear that this behavior was not restricted to subordinates.

The Home Rule Charter may not give specific powers for elected officials to directly discipline or remove this Director under Chapter 4.25, but there are other statutory mechanisms that elected officials should have taken to protect its citizenry and employees from the well established disregard for her responsibilities, violation of County codes, State statutes and her Oath of Office.

Waiting for the current term to end and hoping for the best in the next election does a huge disservice to the Community. The voters have repeatedly spoken that they support the idea of an elected official.

Until there is full transparency and the public understands what can happen under the current arrangement, they will never exercise their powers to remove an elected official who may prove to be unsuited to the position they were elected to.

Now is the time for this to be brought into the public spotlight!

**BEFORE THE HEARING EXAMINER
FOR CLALLAM COUNTY**

Clallam County, a Political
Subdivision of the State of Washington

Case No. CMP2020-00130

Respondent,

vs.

Roger Fell
550 Sherburne Road
Sequim, WA 98382

Appellant

ORDER OF THE HEARING EXAMINER

This matter having come before the Clallam County Hearing Examiner on March 18, 2021, and the testimony of witnesses having been heard, the Hearing Examiner makes the following findings and order:

FINDINGS

Background

1. Roger Fell is the owner of record of the property located at 550 Sherburne Road in Sequim, Washington, which he purchased in the latter half of 2020. *Staff Report, pages 1 and 2.*
2. The 2.05-acre property includes a dilapidated single-family dwelling that is currently unfit for habitation. Clallam County (County) records show an expired building permit (BPT2004-00413) related to the addition of a family room and laundry room. The County Assessor's Office documented the 548 square foot addition in 2006. Mr. Fell bought the property with the intent of repairing/remodeling the dwelling. A recent survey related to a neighbor's proposed boundary line adjustment (BLA2020-00025), however, shows the property line separating the Fell property from the neighboring property runs directly through the single-family dwelling. Accordingly, the County will not issue new building permits to repair/remodel the dwelling until a boundary line adjustment occurs that places the structure outside of required setbacks (and wholly within the Fell property). *Staff Report, pages 1 and 2; Exhibits 1 through 4; Testimony of Mr. Fell.*
3. On November 20, 2020, the Clallam County Superior Court granted a writ of restitution (Cause #20-2-00600-05) against Mr. Fell's daughter, Jessica Fell, who lived at 13 N. Maple Street in Port Angeles. That property was the subject of a separate code enforcement complaint (CMP2020-00170) regarding solid waste, junk vehicles, and the presence of multiple RVs. On December 10, 2020, Jessica Fell moved into an RV at the

*Clallam County Hearing Examiner
Order of the Hearing Examiner
Case No. CMP2020-00130*

550 Sherburne Road property and Mr. Fell began removing solid waste and junk vehicles from the 13 N. Maple Street property. *Staff Report, page 2; Exhibit 5.*

4. As part of the clean-up process associated with 13 N. Maple Street property, Clallam County Code Enforcement issued a Junk Vehicle Affidavit for a 1990 Toyota Pickup owned by Jessica Fell, at Mr. Fell's request, on December 12, 2020. Then, on December 16, 2020, Code Enforcement Officer (CEO) Jesse Major warned Mr. Fell during an in-person visit that he would be in violation of the municipal code if he allowed Jessica Fell to move any of the solid waste or junk vehicles (including the Toyota Pickup) associated with the 13 N. Maple Street property to the new property at 550 Sherburne Road. *Staff Report, pages 1 and 2; Exhibits 5 through 7.*
5. On January 5, 2021, CEO Major conducted a site visit to 550 Sherburne Road and observed the Toyota Pickup belonging to Jessica Fell. On January 8, 2021, CEO Major mailed a warning to Mr. Fell that he would receive a violation related to the junk vehicle if it was not removed. CEO Major received no response and, on January 13, 2021, emailed Mr. Fell the same information. In response, Mr. Fell noted that the vehicles are already in the process of being moved and that he was currently working on repairing the dilapidated residence on the Sherburne property. *Staff Report, page 2; Exhibits 8 through 10.*
6. CEO Major visited the Sherburne property again on January 26, 2021. He spoke with Jessica Fell at that time and she informed him that the Toyota Pickup would be removed from the property within 72 hours. During a site visit on February 5, 2021, CEO Major again observed the Toyota Pickup at the Sherburne property. In addition, on February 16, 2021, CEO Major posted the dwelling at 550 Sherburne Road with a "Building Permit Required" notice. He also observed a Subaru Outback with expired tabs that appeared to have been recently towed to the property. *Exhibits 10 through 12.*
7. Ultimately, Code Enforcement issued a Notice of Violation (NOV) on February 26, 2021. The NOV alleges several violations of the municipal code, including violations of Section 105.1 of the International Building Code (IBC), requiring the need for permits prior to the repair of a building or structure; and Clallam County Code (CCC) 19.60.040(1), related to storing or keeping one or more junk vehicles on private property of less than 2.5 acres. The NOV required all junk vehicles on the property to be removed by March 17, 2021, and requires Mr. Fell to obtain a building permit for the dwelling by October 18, 2021. *Notice of Violation and Hearing, issued February 26, 2021.*
8. Mr. Fell was duly notified of the violations via certified mail to his mailing address at 110 Prater Place in Sequim, and at the subject property. The NOV materials noted that a hearing on the matter would be scheduled for March 18, 2021. *Notice of Violation and Hearing, issued February 26, 2021; Testimony of CEO Major.*

Hearing

9. CEO Major testified at the scheduled hearing on this matter as to the facts detailed above. He stressed that Mr. Fell has been working with Code Enforcement, especially in relation to addressing the junk vehicle issues, but Jessica Fell bringing additional junk vehicles and other solid waste to the property remains a concern. CEO Major noted that County social workers are attempting to help her move to a new living situation and that this should ameliorate the junk vehicle issues. He noted that Mr. Fell requested that Junk Vehicle Affidavits be issued for five vehicles on the property and that Code Enforcement did so, allowing for the removal of said vehicles after March 24, 2021. In regard to the building permit, CEO Major testified that Mr. Fell informed him that he has hired an attorney to deal with the boundary line issue. No significant work on the dwelling should occur until permits are issued, however, and nobody should be allowed to use the dwelling, especially overnight. In addition, CEO Major stressed that engineered plans will be necessary for work on the dwelling and that Mr. Fell should begin the process of obtaining these drawings while awaiting resolution of the boundary line issue. *Testimony of CEO Major.*
10. Roger Fell testified that he purchased the Sherburne Road property without knowing about the boundary line issue and without knowing that building permits would be required to perform repair work on the dwelling. He testified that he has hired local attorney Craig Miller to address the property line issue through a boundary line adjustment or, alternatively, an adverse possession claim. Mr. Fell also stressed that he has secured the dwelling now so that others cannot enter the home without him allowing it (i.e., Jessica Fell and her son) and that he is hopeful his daughter will soon find a new living situation. Mr. Fell testified that he has not done significant work on the dwelling since being made aware of the need for permits and will refrain from doing any work requiring permits until such permits are obtained. Finally, Mr. Fell testified that he would ensure that all the junk vehicles are removed from the property by April 1, 2021, and that he would obtain building permits for the dwelling by October 18, 2021, absent issues with the legal process. *Testimony of Mr. Fell.*
11. In response to Mr. Fell's testimony, CEO Major testified that Code Enforcement understands Mr. Fell's efforts to abate the violations and solve the boundary issue but would like set deadlines to ensure that progress occurs. *Testimony of CEO Major.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner has jurisdiction over this matter and parties, pursuant to Chapter 20.33 of the Clallam County Code.

Conclusions Based on Findings

1. Roger Fell has violated CCC 19.16.040 by allowing one or more junk vehicles to be stored and/or accumulate on the property. He has also violated IBVC 105.1 by performing repair work, construction, and/or alterations on the dwelling at the property without required permits. *Findings 1 through 11.*
2. Roger Fell received reasonable notice of the Notice of Violation and opportunity for hearing at his address at 110 Prater Place, Sequim, WA and at the subject property. *Findings 1 through 11.*
3. Mr. Fell did not contest the violations at the hearing but did participate and emphasize that he would work with Code Enforcement to abate the violations in a timely manner, as required by CEO Major. *Findings 9 through 11.*

ORDER

Based on the above Findings, the following Order is issued:

1. Roger Fell shall abate all violations of the Clallam County Code and International Building Code, including CCC 19.60.040(1) and IBC 105.1 on the property at 550 Sherburne Road, in Sequim, Washington.
2. Mr. Fell shall be fined \$100 per day, effective April 1, 2021, that any of the violations associated with junk vehicles on the property remain, with a maximum fine of \$5,000 for said violations. Mr. Fell shall inform Code Enforcement, in writing, when the junk vehicles have been removed by email to CodeEnforcement@co.clallam.wa.us.
3. Mr. Fell shall obtain building permits to repair the dwelling on the property by October 18, 2021, and shall ensure that the property remains secured and uninhabited prior to a certificate of occupancy being issued. Mr. Fell shall keep Code Enforcement updated on the status of the dwelling, especially if delays in the legal process or permitting process make the October deadline infeasible. Absent justified delays, however, Mr. Fell shall be fined \$100 per day, effective October 19, 2021, that any violations of IBC 105.1 remain on the property, with a maximum fine of \$5,000.
4. This written Order shall be controlling over any conflicts with oral Orders issued at the Public Hearing.
5. The County may schedule a compliance hearing to review the efforts made by Mr. Fell to comply with this order. The Hearing Examiner may take further action at the compliance hearing as appropriate.
6. Subsequent violations of County Code or the failure to comply with an order of the Administrative Hearing Examiner after receipt of written notice of such order may lead to

*Clallam County Hearing Examiner
Order of the Hearing Examiner
Case No. CMP2020-00130*

the Prosecuting Attorney pursuing other civil or criminal remedies, including, but not limited to, filing misdemeanor charges for knowingly violating the County Code.

Entered this 8th day of April, 2021.

A handwritten signature in black ink, appearing to read 'Andrew M. Reeves', written over a horizontal line.

ANDREW M. REEVES
Hearing Examiner
Clallam County

3. A recent survey related to a neighbor's proposed Boundary Line Adjustment (BLA2020-00025) shows a property line going right through Roger Fell's House **[Exhibit 3]**. The Department of Community Development will not issue a building permit until the house is outside of the setbacks. Principal Planner Donella Clark informed Code Enforcement that Roger Fell could resolve this issue within six months if he were to pursue a Boundary Line Adjustment.
4. The Clallam County Assessor's Office documented the 548-square-foot addition in 2006 **[Exhibit 4]**.
5. On June 29, 2020, Clallam County Code Enforcement received a request from Roger Fell for assistance in removing junk vehicles from 550 Sherburne Road, which he was in the process of purchasing.
6. On November 30, 2020, Code Enforcement Officer Steve Burkhardt issued Junk Vehicle Affidavits for a 1993 Isuzu Trooper and a 1994 Isuzu Trooper and these vehicles were removed from the property.
7. On November 20, 2020, Clallam County Superior Court Judge Simon Barnhart granted a writ of restitution (Clallam County Superior Court Cause #20-2-00600-05) against Roger Fell's daughter, Jessica Fell, who lived at 13 N. Maple St, Port Angeles, WA, and was the subject of a Code Enforcement Complaint (CMP2020-00170) regarding solid waste, junk vehicles and multiple RVs at 13 N. Maple Ln. **[Exhibit 5]**.
8. On or about December 10, 2020, Jessica Fell moved into an RV at 550 Sherburne Road. At about this time, Roger Fell began removing Jessica Fell's solid waste from 13 N. Maple Street.
9. On December 12, 2020, Code Enforcement Officer Jesse Major issued a Junk Vehicle Affidavit for a 1990 Toyota Pickup (VIN JT4VN13D0L0013721) owned by Jessica Fell, Roger Fell's daughter. At this time the vehicle was at 13 N Maple Lane in Port Angeles and subject to CMP2020-00170 **[Exhibit 6 & 7]**.
10. On December 16, 2020, Jessica Fell informed Code Enforcement of her plans to remove the Toyota Pickup from 13 N. Maple Lane. The same day, Code Enforcement Officer Jesse Major and Acting Manager to Code Enforcement Diane Harvey contacted Roger Fell at 13 N. Maple Street, informing him during that in-person visit that he would be in violation of County Code if he allowed Jessica Fell to bring the Toyota Pickup junk vehicle onto his Sherburne Road property.
11. On January 5, 2021, Code Enforcement Officer Jesse Major conducted a site visit to 550 Sherburne Road and observed the Toyota Pickup that had previously been at 13 N. Maple Lane **[Exhibit 8]**.
12. On January 8, 2021, Code Enforcement Officer mailed a Warning of Potential Civil Code Violation to Roger Fell at 550 Sherburne Road and did not receive a response **[Exhibit 9]**.
13. On January 13, 2021, Code Enforcement Officer Jesse Major emailed the Warning of Potential Civil Code Violation to Roger Fell. Roger Fell responded, stating that "the vehicles are already in the process of being moved." Roger Fell stated that he is aware that the previous owner added an addition to the house and that he is currently repairing the house, which is "in need of a lot of repair." **[Exhibit 10]**

ATTACHMENT C

From: Winborn, Mary Ellen <mwinborn@co.clallam.wa.us>

Sent: Monday, November 29, 2021 12:05 PM

To: Ed telenick <e.telenick@hotmail.com>

Subject: RE: Requesting update on CMP 2020-00130

Hi,

From a cursory view, it appears that you have done extensive work to your rental and there was not a building permit application for that work. It also appears, that your rental garage was not permitted. Although a utility building this size does not require a building permit, it is required to be built to code and it appears to be built in the road right of way or hopefully for your sake the setback.

Also, your primary residence appears to have solar panels and a building permit is required for solar panels.

Again, just a cursory review, but code violations, none the less.

Hope your Thanksgiving was life giving.

Mary Ellen

Mary Ellen Winborn, Director
Clallam County Dept. of Community Development
E. 4th Street, Suite 5, Port Angeles, WA 98362
Phone: 360-417-2323 Fax: 360-417-2443
mwinborn@co.clallam.wa.us
<http://www.clallam.net/dcd/>

From: Ed telenick <e.telenick@hotmail.com>

Sent: Wednesday, November 24, 2021 5:24 PM

To: Winborn, Mary Ellen <mwinborn@co.clallam.wa.us>

Subject: Re: Requesting update on CMP 2020-00130

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

Hi Mary Ellen...

We are out of town for the holiday and will check in next week...

You mentioned code violations on our property but not sure what you meant??

We have hired Froelich and Dickson and will be filing a countersuit but this nightmare never seems to end....

Have a great T day...

e&m

From: Winborn, Mary Ellen <mwinborn@co.clallam.wa.us>

Sent: Wednesday, November 24, 2021 3:26:35 PM

To: Ed telenick <e.telenick@hotmail.com>; White, Anastasia <awhite@co.clallam.wa.us>; Cameron, Ron

<rcameron@co.clallam.wa.us>; King, Brian <BKing@co.clallam.wa.us>

Subject: RE: Requesting update on CMP 2020-00130

Hi Mary and Ed,

Thank you for keeping us posted on code enforcement and other issues surrounding Mr. Fell's property.
Could you please give us a time line on when you plan on addressing your code violations on your property(s)?

Have a wonderful Thanksgiving,
Mary Ellen

Mary Ellen Winborn, Director
Clallam County Dept. of Community Development
E. 4th Street, Suite 5, Port Angeles, WA 98362
Phone: 360-417-2323 Fax: 360-417-2443
mwinborn@co.clallam.wa.us
<http://www.clallam.net/dcd/>

From: Ed telenick <e.telenick@hotmail.com>

Sent: Tuesday, November 23, 2021 4:04 PM

To: White, Anastasia <awhite@co.clallam.wa.us>; Winborn, Mary Ellen <mwinborn@co.clallam.wa.us>; Cameron, Ron <rcameron@co.clallam.wa.us>; King, Brian <BKing@co.clallam.wa.us>

Subject: Requesting update on CMP 2020-00130

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

*email to a white, m. winborn
r. cameron, b. king
Sept Nov. 23, 2021*

Hello Anastasia,

Janine and Pam Rushton recently advised us that now you have more enforcement help. That is great.

We also see that Mary Ellen had been forwarding specifics of this situation since August so hopefully you have a good grasp of what has been happening in our neighborhood by now.

What you may not be aware of is that there have been over 35 Sheriff calls to that residence since January and more than half of them have been filed by Mr. Fell or his family (you have been involved in the most recent complaint about the junk car that is sitting in front of his house) Some of these complaints involve felonies and theft and almost all of them are related to the presence of people who are living in the illegally occupied trailers that they have tucked into the back of the lot.

Unfortunately, now the property to the south is equally challenged because they have witnessed what has been allowed at the 550 address and have set up an encampment as well
The undersheriff and criminal Deputy are involved in this case but without CE's help they are somewhat limited to enforce the non-criminal aspects of this situation.

What is being done to deal with the trailers that are still being lived in at the 550 Sherburne house? They have been occupied for a year next week without water or septic hook ups.

Also, is the code enforcement case still open on the 550 house that had accrued the \$2400 in fines from defying the HE orders? Jesse said fines wouldn't be collected until the Building Code violation part of the

order was also satisfied.

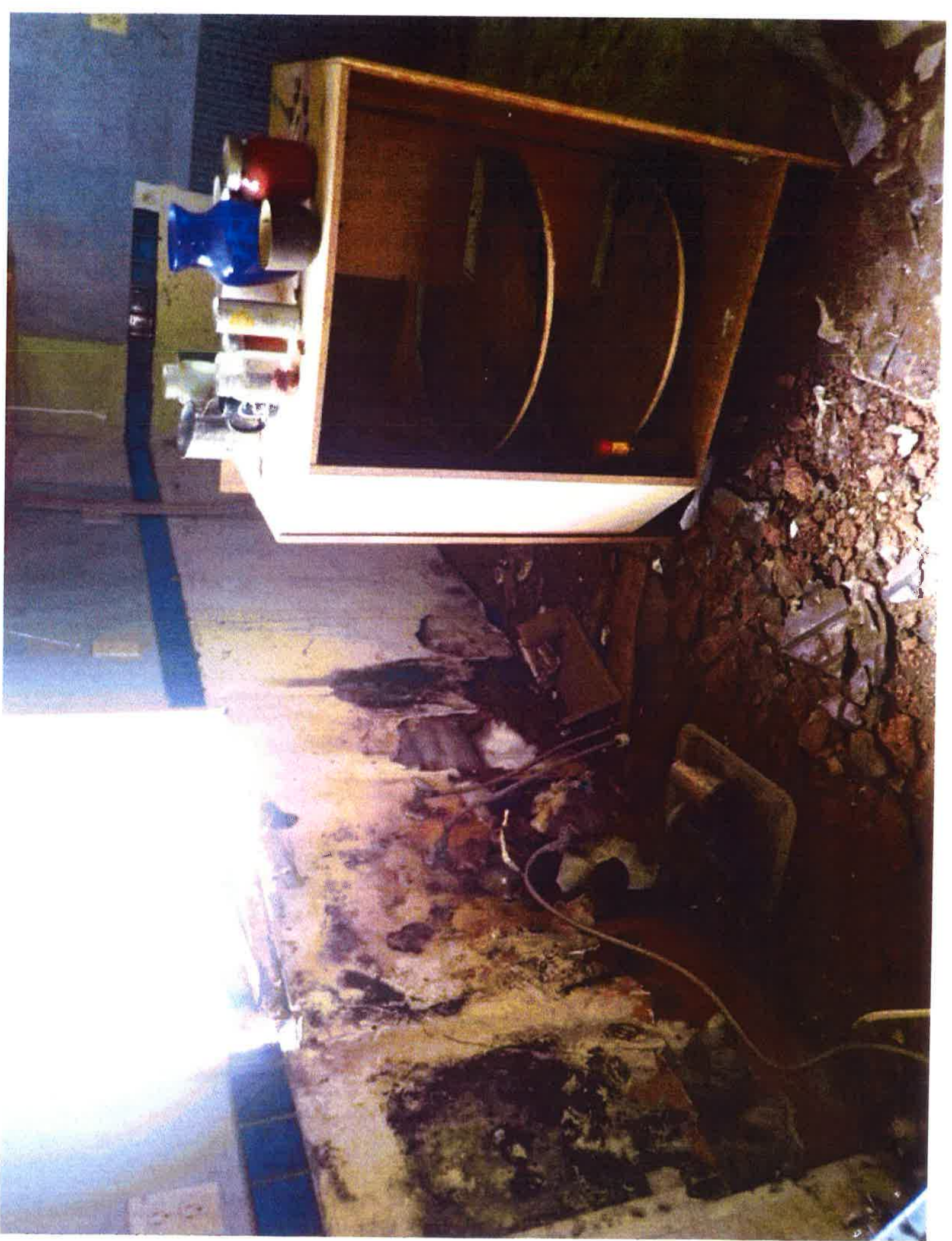
Regarding the lack of a building permit, as far as we can tell by looking at the County website, the remodel permit is still pending, and yet he has continued to work on the house without the necessary permits.

The hearing examiner had issued a decision after his court case in March that said he was to obtain a building permit by Oct 18, 2021 starting with a structural engineering survey because of the extent of the damage and fines would accrue at a rate of \$100/ day if that was not done. Can you clarify what the status is of this case and if that has been done?

Sorry you are inheriting this mess and that we keep asking questions, but we feel if we don't stay on it, Mr. Fell will just continue to do what he does.

Wishing you a great Thanksgiving, Mary.



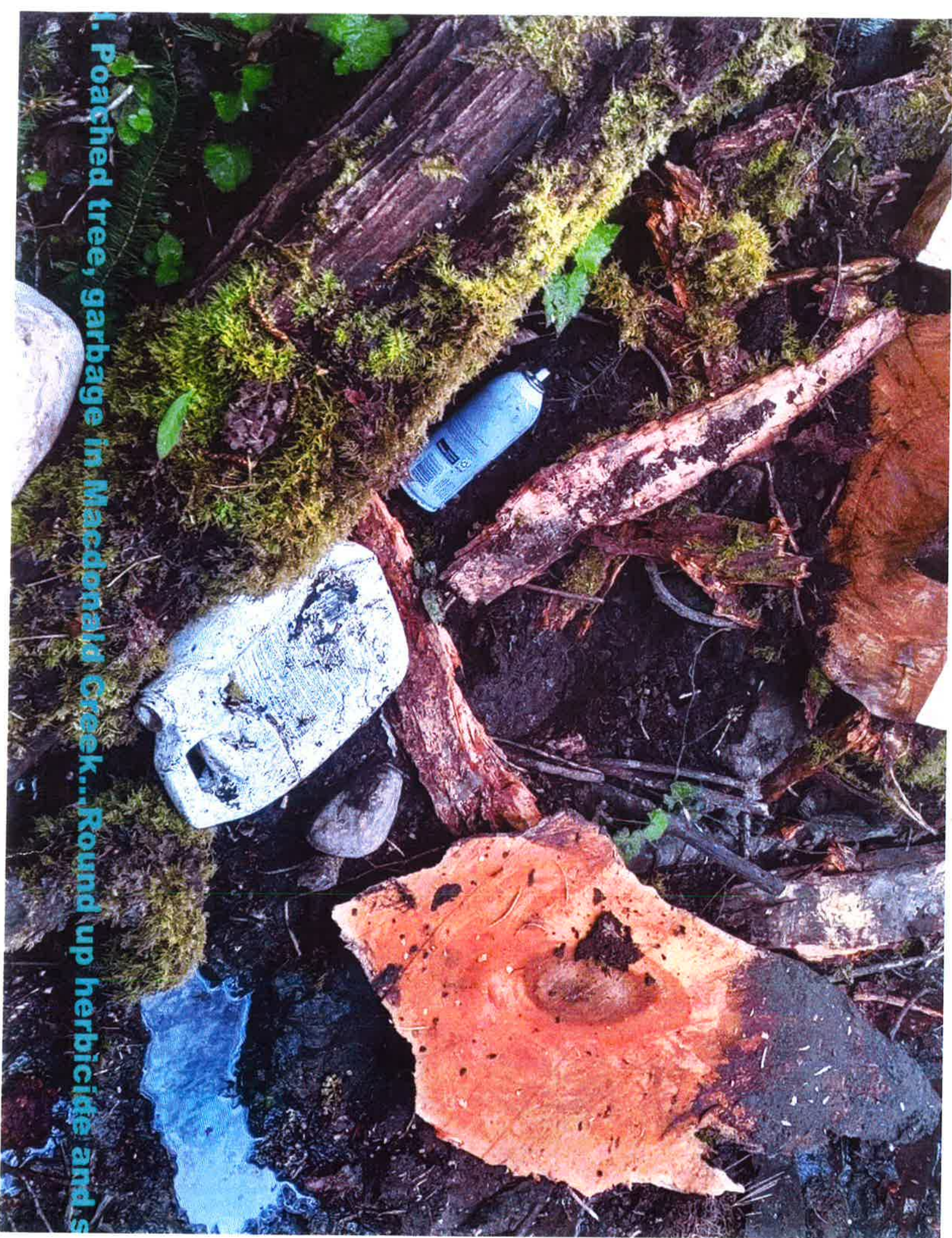






Dunge R

1. Poached tree, garbage in Macdonald Creek...Round up herbicide and s



CURRENT STATE OF STRUCTURE
7/5/22





1C
7/12/22

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: July 11, 2022**

REGULAR AGENDA ☒ **Meeting Date: July 12, 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: ☐

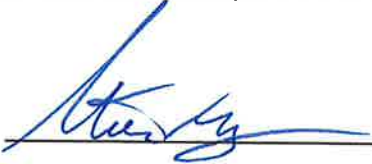
Executive summary: The Peninsula Trails Coalition is assisting with coordinating letters of support for the Washington State Parks and Recreation Commission application for a grant to construct an extension of the Olympic Discovery Trail (ODT) through Anderson Lake State Park and provide a destination trailhead. This application is part of a plan to complete the ODT from Port Townsend thru Anderson Lake State Park, and then with future phases to extend the full length of the Quimper Peninsula to link to the existing ODT at Discovery Bay. Jefferson County is now fully funded and is moving ahead with design and construction from the exiting Milo Curry trailhead near Four Corners, down to the Anderson Lake State Park boundary, on a timeline expected to complete in '24 or '25.

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?)

Sign letter of support.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

Date submitted: 7/6/22

* 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)



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493

Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

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

File:

12 July 2022

Washington State Parks and Recreation Commission
Attn: Randy Kline, Statewide Trail Coordinator
1111 Israel Road SW
Olympia, WA 98504-2650

Re: Letter of Support for Recreation and Conservation Office (RCO) Grant Application #22-1483 Olympic Discovery Trail, Anderson Lake State Park Trail Extension and Trailhead

Dear Mr. Kline,

The Clallam County Board of Commissioners provides here our wholehearted support for Washington Wildlife and Recreation Program Trails grant application #22-1483, which will construct an important extension of the Olympic Discovery Trail (ODT) through Anderson Lake State Park (ALSP) and provide a destination trailhead. With our own 30+ years of dedicated effort to complete the ODT in Clallam County, we are well aware of the significance and importance of completing remaining portions of the trail—all of which are highly beneficial to the entire North Olympic Peninsula. This application is an integral portion of a larger, three-phase plan to provide a high quality, safe, multi-modal trail linking from Port Townsend to Anderson Lake State Park, and then with future phases to extend the full length of the Quimper Peninsula to link to the existing ODT at Discovery Bay.

The timing of this project is particularly critical, inasmuch as Jefferson County already has funding in hand, with land acquisition completed and design and permitting under way, to design and construct the ODT southward from its current endpoint near the Four Corners intersection to the northwest boundary of ALSP. By approving this grant application, Parks will be able to complete the portion within ALSP on a parallel timeline, offering the completion of the entire section to and through ALSP by 2024 or 2025. Completing this entire northern section will achieve an exciting and worthwhile intermediate achievement—a high quality trail experience from Port Townsend to ALSP, with the park becoming a true day use destination for an entirely new class of potential park visitors—trail users, by foot, bicycle, and horse.

In sum, this grant proposal will fund an exceptionally important trail connection, in a time-critical fashion and with outstanding recreational results. Thank you for the opportunity to provide our support.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



Board of Clallam County Commissioners

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

RICH SILL, County Administrator

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

File:

12 July 2022

Washington State Parks and Recreation Commission
Attn: Randy Kline, Statewide Trail Coordinator
1111 Israel Road SW
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In sum, this grant proposal will fund an exceptionally important trail connection, in a time-critical fashion and with outstanding recreational results. Thank you for the opportunity to provide our support.

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)

29
7/12/22

Department: Human Resources

WORK SESSION ☒ **Meeting Date: 7/5/2022**

REGULAR AGENDA ☒ **Meeting Date: 7/12/2022**

Required originals approved and attached? ☒ **Not Signed**
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:

In accordance with Collective Bargaining protocols and the 6-30-22 expiration of the 2019-2022 Prosecutor's Association agreement, staff has completed negotiations and the Prosecutor's Union has ratified a proposed two-year labor agreement commencing July 1, 2022 and expiring on June 30, 2024.

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?** ☐

Based on current DPA staffing levels (2 positions vacant), it is anticipated that the Prosecutor's Office approved 2022 budget can absorb the approximate \$85,000 needed to facilitate the contract language changes for the remainder of the year.

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

Approve the ratified proposed agreement as negotiated and presented.

County Official signature & print name: Tom Reyes Tom Reyes

Name of Employee/Stakeholder attending meeting: Tom Reyes – Rich Sill

Relevant Departments: All Departments

Date submitted: 6/29/2022

* 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)

**AGREEMENT BETWEEN
CLALLAM COUNTY, WASHINGTON
AND
THE CLALLAM COUNTY PROSECUTING ATTORNEY
AND
THE CLALLAM COUNTY PROSECUTORS' ASSOCIATION
FOR THE PERIOD
July 01, 2022 through June 30, 2024**

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PREAMBLE

The parties to this agreement are the Prosecuting Attorney for Clallam County, Clallam County (a political subdivision of the State of Washington, hereinafter “County” or “Employer”) and The Clallam County Prosecutors’ Association (hereinafter “Association”).

This Agreement sets forth certain matters related to the working conditions and compensation of deputy prosecuting attorneys. The terms of this Agreement are subject to the authority vested in, and limitations upon, the Board of Commissioners and Prosecuting Attorney by the Constitution and laws of the State of Washington and the County Charter.

With the understanding set forth in this Preamble, which is contractual, and in furtherance of the goals of positive employer/employee relations, IT IS AGREED:

ARTICLE 1: RECOGNITION

The County and the Prosecuting Attorney recognize the Association as the sole and exclusive representative of employees in the classifications of Deputy Prosecutor I, Deputy Prosecutor II, Deputy Prosecutor III, and Senior Deputy Prosecutor for the purpose of establishing wages and benefits under Washington’s applicable public sector collective bargaining laws. All covered classifications are hereinafter referred to as “Deputy Prosecuting Attorney” and “employee”.

ARTICLE 2: ASSOCIATION SECURITY

2.1 Membership.

Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Association, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership, and any such employee shall be entitled to withdraw from membership in this Association by giving written notice to the Association and the Clallam Director of Human Resources and Risk Management. The rights of non-association of employees are hereby guaranteed.

Regardless of an employee’s individual choice, with respect to membership or affiliation, the Association shall be the exclusive representative of the employee for all matters concerning employment.

2.2 New Employees.

The County agrees to furnish each new employee in the bargaining unit with a copy of the collective bargaining agreement at the commencement of employment as

part of the orientation process at no cost to the employee or the Association.

ARTICLE 3: MANAGEMENT RIGHTS

The Association recognizes that the Prosecuting Attorney is an elected, constitutional officer of the State of Washington; and recognizes the prerogatives of the Prosecuting Attorney to operate and manage the affairs of the Office of the Prosecuting Attorney in all respects in accordance with the laws of the State of Washington, applicable law and County policies, and the responsibilities and accountabilities of the Office, except as otherwise specifically limited by the expressed terms of this agreement.

The Prosecuting Attorney retains all the customary, usual and exclusive rights, decision-making authority, prerogatives and functions connected with or in any way incidental to the Prosecuting Attorney's responsibility and right to manage the affairs of the Prosecuting Attorney's Office consistent with the terms of this Agreement. The County and the Prosecuting Attorney shall have no obligation to bargain with the Association with respect to the exercise of management rights and the exercise of discretion and decision-making with regard thereto.

The parties recognize the County and the Prosecuting Attorney's right to properly determine that Deputy Prosecuting Attorneys are licensed professionals employed in FLSA exempt positions and shall be paid on a "salary basis." The parties recognize that Deputy Prosecuting Attorneys routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the Prosecuting Attorney may determine, and consistent with the ethical obligations of lawyers. Deputy Prosecuting Attorneys serve in an attorney-client relationship with Clallam County and/or the State of Washington, serve as "at-will" employees at the pleasure of the Prosecuting Attorney, act for and in the place of the elected Prosecuting Attorney, and are deemed essential personnel in the application of Clallam County operational and administrative policies.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Prosecuting Attorney and/or the County, as the case may be, shall include the following:

- A. To determine the services to be rendered to the citizens of the County and in Court.
- B. To determine and to follow the County's and the State of Washington's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the Prosecuting Attorney's Office, and to determine the requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as may affect employees in the bargaining unit.

- D. To manage and direct the work force, including, but not limited to, the right to determine the place and time to report for work; to determine methods, processes and manner of performing work; the right to introduce new duties within the unit; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range, or should their work habits or productivity not justify retention in the present pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work and regular hours of work when the office is open and employees are expected to be present; the right to purchase, dispose of and assign equipment or supplies; and the right to demote or terminate the employment of an employee for good and sufficient cause as determined by the Prosecuting Attorney in the Prosecuting Attorney's judgment and discretion.
- E. To determine the need for a reduction or an increase in the work force and to implement any decision with regard thereto.
- F. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- G. To implement new, revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- H. To contract or subcontract work as may be determined appropriate by the Prosecuting Attorney without further bargaining, where the work to be transferred from the bargaining unit is performed by a Special Prosecutor, a visiting Prosecuting Attorney, or an Assistant Attorney General.
- I. To determine the need for and the qualifications of new employees and promotions.

The subjects covered by the terms of this Agreement and any subject which was or might have been raised in bargaining are closed to further bargaining for the term hereof.

ARTICLE 4: BENEFITS

4.1 Health Insurance.

During the life of this Agreement, employees shall be eligible for benefits under this Article 4 during the month following any month in which the sum of the employee's hours worked, paid time off and authorized time off is eighty (80) hours or more, and coverage commences the first month following the first payroll deduction of the employee paid amount of premium and for which eligibility is established by this Agreement and the Washington Teamsters Welfare Trust (WTWT) subscription agreement. The insurance benefits selected by the Association are:

- A. Teamsters Health Plan B
- B. Dental Plan B
- C. Teamsters Vision Plan EXT

Effective July 01, 2022, the amount of the County paid insurance premium cap shall be reset to \$1,210.

Effective January 01, 2023, the amount of the County paid insurance premium cap described in this Article shall increase fifty dollars (\$50.00) to a total County contribution of one thousand two hundred and sixty dollars (\$1,260.00) per month.

Effective January 01, 2024, the amount of the County paid insurance premium cap described in this Article shall increase an additional fifty dollars (\$50.00), to a total County contribution of one thousand three hundred and ten dollars (\$1,310.00) per month. The bargaining unit can select plans and benefits from among those made available by the trust subject to applicable insurance plan and benefits trust restrictions, if any, and the employee premium amount will be adjusted accordingly.

4.2 Deferred Compensation.

The County shall continue to make the 401(a) deferred compensation contribution (currently 2% paid by the County with no match required from the employee; plus any payroll deduction made per the employee's one time election), which is in addition to rights to defer compensation into the section 457(b) plan available to County employees, as provided for by the plan documents.

4.3 Other Insurance.

The County makes available to employees Long Term Disability, Life Insurance & ADD (\$50,000 benefit) with individually rated premiums for LTD, and an election must be made to enroll by the bargaining unit as a whole. As of the date of this Agreement, the bargaining unit has elected not to enroll in these insurance protections. In the event the bargaining unit elects to enroll in the Group Sun Life (or successor benefit provider) life, AD&D and LTD benefit plans it must do so in compliance with the trust rules and terms of benefit plan documents. In such event the enrollment shall occur without further bargaining during the term of this Agreement, the County cap will be increased ten dollars (\$10) as the County's uniform contribution for life insurance coverage, and each employee's premium share will be adjusted to include the full cost of LTD coverage and the balance of premium due for other Sun Life (or successor benefit provider) insurance benefits.

4.4 Health Reimbursement Account.

The County shall contribute monthly to an HRA VEBA account for the benefit of each employee two hundred fifty dollars (\$250.00), which shall be deemed a component of total compensation. The County HRA plan document shall be owned by the employee. The amounts paid by the County to an employee's HRA described in this Article 4.4 shall be in addition to any other amount described in a separate article and section of this Agreement.

4.5 Other Benefits.

Employees shall be afforded holiday, vacation and sick leave as established by County policy as established and revised periodically by the County for non-represented, exempt employees. If a benefit is reduced below the level in effect on the date this Agreement is ratified, the County must bargain concerning the impacts of the change.

ARTICLE 5: WAGES AND HOURS

5.1 Hours of Work.

Employees shall be compensated as salaried, professional employees who determine their hours of work outside of the regular hours when the Prosecuting Attorney's Office is open to the public and do so based on professional requirements and responsibilities dictated by caseload and their professional responsibilities with regard thereto.

5.2 Salary and Merit Adjustments.

Effective January 1, 2019, the Deputy Prosecuting Attorneys' salaries shall no longer be connected to a percentage of the Prosecuting Attorney's salary. Starting July 01, 2022, salaries shall now be set in accordance with the following Teamsters pay scale, which includes a one and one half percent Cost of Living Adjustment (1.5%). In addition, two (2) new promotional positions titled Senior DPA have been added to the salary scale (Note – these two new Senior DPA promotional positions do not allow for back filling of positions promoted from and are subject to the language in the Senior DPA job description). The new scale is as follows:

Senior Deputy Prosecutor - Range 83, Step 7 (entry) - \$10,435.85
Deputy Prosecutor Step 9 – Range 78, Step 9 - \$9,690.72
Deputy Prosecutor Step 8 – Range 78, Step 7 - \$9,223.77
Deputy Prosecutor Step 7 – Range 78, Step 5 - \$8,779.30
Deputy Prosecutor Step 6 – Range 78, Step 3 - \$8,356.28
Deputy Prosecutor Step 5 - Range 71, Step 8 - \$7,953.64
Deputy Prosecutor Step 4 - Range 71, Step 6 - \$7,570.38
Deputy Prosecutor Step 3 - Range 71, Step 4 - \$7,205.61
Deputy Prosecutor Step 2 - Range 63, Step 9 - \$6,691.12
Deputy Prosecutor Step 1 - Range 63, Step 7 - \$6,368.70

- Effective January 1, 2023, an increase to the salary scale of two and one half percent (2.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).
- Effective January 01, 2024, an increase to the salary of two and one half percent (2.5%) shall be applied in the form of a Cost of Living Adjustment (COLA). Salary step placement for Deputy Prosecutor classification is as follows:

Deputy Prosecutor I	Steps 1, 2 or 3
Deputy Prosecutor II	Steps 3, 4, 5 or 6
Deputy Prosecutor III	Steps 6, 7, 8 or 9
Senior Deputy Prosecutor	Steps 7, 8 and 9

The Prosecuting Attorney may fix and adjust any Deputy Prosecuting Attorney's salary within the steps authorized for the classification based on merit. A Deputy Prosecuting Attorney shall not be advanced in pay by more than one-step designated in this Article for the Deputy's classification within any twelve (12) month period unless written concurrence of the Director of Human Resources and the Board of Commissioners is obtained. This Agreement shall not restrict the ability of the Prosecuting Attorney to promote and demote Deputy Prosecutor's among the classifications of Deputy Prosecutor I, Deputy Prosecutor II, Deputy Prosecutor III, Senior Deputy Prosecutor and Chief Criminal/Civil Deputy Prosecutor.

The parties recognize the amount of monthly salary paid in consideration of work performed by Deputy Prosecuting Attorneys constitutes a mandatory subject of bargaining that cannot be reduced without bargaining. The parties intend that the Prosecuting Attorney will administer this Article in a manner that is within the Clallam County Budget, or the budget as amended by the Board in accordance with applicable law, and this Article shall not be construed otherwise.

5.3 Hazard Pay

Effective July 01, 2022, during the period of time for which the Clallam County Board of County Commissioners (BOCC) have declared an emergency related to the COVID 19 pandemic an additional one percent (1%) increase in monthly salary shall be given to any full-time employee (37.5 hours or more per week). There is to be no expectation that this benefit is permanent and it is understood that it will end once the declaration of emergency associated with the COVID 19 pandemic, has been rescinded by the BOCC.

5.4 Length of Service Medical Contribution

Effective July 01, 2022, to recognize continuous length of service with the County, the County shall provide an additional monthly medical premium contribution on behalf of each eligible regular full-time (minimum 37.5 hours per week) employee based on length of service at the rate below. Any eligible employee receiving an evaluation having an overall rating less than satisfactory/meets standards/meets expectations shall have this benefit suspended until such time as an overall satisfactory/meets standards/meets expectations (or higher) evaluation is received.

- Completion of 10 years (anniversary date beginning 11th year of service) - \$65/month
- Completion of 15 years (anniversary date beginning 16th year of service) - \$100/month

- Completion of 20+ years (anniversary date beginning 21st year of service) – \$135/month

ARTICLE 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The parties desire to provide a measure of economic security consistent with the “at will” status of bargaining unit members whose continued employment is subject to the discretion and preferences of the elected Prosecuting Attorney whose decisions may be based on factors unrelated in any way to the merit and job performance of a particular attorney. Except as otherwise provided in this Agreement and excluding any County policy inconsistent with the Preamble, Article 1, and Article 3 of this Agreement, conditions of employment as specified in the County’s personnel policies shall apply to employees of the bargaining unit. Nothing in this Agreement is intended to reduce the rights of employees established by the constitution and laws of the United States and the State of Washington, and the Charter and Ordinances of Clallam County except as explicitly stated herein.

In the event a Deputy Prosecuting Attorney’s County employment terminates as defined in this Article, the County shall offer the employee a severance agreement including a broad release of liability in a form acceptable to the County, which shall include at a minimum the following consideration:

- A. The cash value of three (3) months salary based on the employee’s salary rate in effect on the last day of employment.
- B. The employee shall be eligible to seek reimbursement of health insurance premium expenses incurred by the employee for post-County employment health insurance coverage whether under COBRA or otherwise, for up to three (3) months of coverage at a cost which shall not exceed three times the amount which the County contributes to medical, dental and vision coverage premiums at the date of job separation. Upon receipt of evidence that the premium costs were incurred and paid, the County will reimburse the employee on a non-taxable and non-reportable basis as authorized under the laws in effect in 2022. “Terminates” as this term is used in this Article to define severance entitlement will be found and results solely from the Prosecuting Attorney’s exercise of “at will” discretion to end the attorney’s employment under circumstances not supported by documentation of reasonable cause, which documentation demonstrates deficiencies in job performance, conduct and/or attendance.

ARTICLE 7: ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County and the Prosecuting Attorney shall be governed by Article 3 (Management Rights). The County and the Association for the life of this Agreement each unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement, except as otherwise specified in this Agreement.

ARTICLE 8: SAVINGS CLAUSE

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 9: TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of July 2022 following ratification by the parties unless otherwise provided herein, and shall remain in full force and effect until the 30th day of June 2024.

Either party may reopen the Agreement by providing the other with written notice of a desire to open the Agreement no later than sixty (60) days prior to July 1, 2023, for the specific purpose of negotiating a change to Teamsters Medical Plan B, referenced in Article 4.1.A, provided such change is allowed under the Teamsters Welfare Trust rules. All other components of Article 4.1: Health Insurance shall remain unchanged.

During the term of this Agreement the parties may reopen economic terms established by this Agreement if adjustments are appropriate in order to maintain competitiveness necessary to attract and retain qualified career prosecutors.

Executed by the parties on the dates set forth below, to be effective on and after July 1, 2022.

CLALLAM COUNTY PROSECUTING
ATTORNEYS' ASSOCIATION

By: _____
Association Representative
Dated: _____

CLALLAM COUNTY PROSECUTING
ATTORNEY

By: _____
Mark Nichols, Prosecuting Attorney
Dated: _____

CLALLAM COUNTY BOARD OF
COMMISSIONERS

By: _____
Mark Ozias, Chair

By: _____
Randy Johnson

By: _____
Bill Peach

APPROVED AS TO FORM:

By: _____
Matthew W. Lynch, Special Counsel
for Labor & Employment

ATTEST:

By: _____
Loni Gores
Clerk of the Board



AGENDA ITEM SUMMARY

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

2b
7/12/22

Department: DCD

WORK SESSION ☒ Meeting Date: 7/5/2022

REGULAR AGENDA ☒ Meeting Date: 7/12/22

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 RCO Grant Agreement project 20-1142 |

Documents exempt from public disclosure attached: ☐

Executive summary: This is a Recreation and Conservation Office Grant (RCO) Agreement for the McDonald Creek Fish Passage Restoration. The funds were previously awarded and this Agreement sets out the terms and conditions. This helps fund the McDonald Creek Fish Passage and Irrigation Project. The funds were awarded by Puget Sound Acquisition and Restoration (PSAR) and managed by RCO. The match requirement is fulfilled by US Fish and Wildlife Service grant award F18AC00619-01 previously approved by the Board of Commissioners.

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?** ☐ **NA**
No budgetary impact

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
The DCD requests signature by Mark Ozias on the RCO Grant Agreement.
Please sign. This contract was reviewed and approved by Dee Boughton.

County Official signature & print name: Lori Kennedy for Mary Ellen Wimbom

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments: DCD

Date submitted: 6/28/22

* 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)

Project Sponsor: Clallam County

Project Number: 20-1142R

Project Title: McDonald Creek Fish Passage Restoration

Approval Date: 07/01/2021

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Clallam County (Sponsor, and primary Sponsor), 223 E 4th St Ste 5, Port Angeles, WA 98362-3015, and shall be binding on the agents and all persons acting by or through the parties.

The Sponsor's Unique Entity ID (UEID) Number is JV6JJNELRBS5.

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

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

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

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The McDonald Creek Fish Passage project will rectify a long-known fish passage barrier and remove sources of fish mortality associated with operation of an irrigation diversion. The project will also improve habitat conditions, sediment, and wood transport in the creek. A small reinforced-concrete irrigation diversion dam with a Denil fishway is located at RM 3.2. Current site conditions are poor. A 2018 barrier assessment by WDFW documented that the dam is a complete barrier to fish and the Denil fishway was only deemed 33% passable for some adult fish. High velocity and turbulence likely make the existing fishway impassable to juveniles. All life stages of ESA-Listed Puget Sound Steelhead, as well as Coho, Cutthroat and Pacific Lamprey will benefit from this project. Improving fish passage will open up 4.5 and 6.1 miles of access to moderate to high quality habitat upstream of the dam for Coho and Steelhead, respectively, resulting in improved spawning and rearing habitat. The project will improve fish passage and enhance conditions for fish and wildlife while also improving Agnew Irrigation District's ability to divert water according to their water right. This will be achieved by notching the dam, installing a new fish passage structure, and constructing rock weirs and pools below the dam. The existing open diversion canal will be replaced by a buried pipeline with a new head gate and debris rack; and the existing fish screen will be relocated to the new head gate area.

PERIOD OF PERFORMANCE

The period of performance begins on September 23, 2021 (project start date) and ends on December 1, 2023 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any

applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

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

LONG-TERM OBLIGATIONS

For this restoration project, the Sponsor's long-term obligations for the project area shall be for a minimum of ten (10) years, or more as specified in the Landowner Agreement, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$406,415.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
SRFB - Puget Sound Acq. & Restoration	79.38%	\$406,415.00	State
Project Sponsor	20.62%	\$105,580.00	
Total Project Cost	100.00%	\$511,995.00	

FEDERAL FUND INFORMATION

This project is match to the following federal funding source(s) and the same provisions apply as if this project were funded by the federal funding source(s) as a federal subaward:

Federal Agency: US Dept of Commerce
Catalog of Federal Domestic Assistance Number and Name: 11.438 - PCSRF
Federal Award Identification Number: NA21NMF4380457
Federal Fiscal Year: 2021
Federal Award Date: 08/23/2021
Total Federal Award: \$17,848,000
Federal Award Project Description: FY2021 Pacific Coastal Salmon Recovery

Sponsor's Indirect Cost Rate: 28.94% of Direct salaries and wages

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200 (as updated). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

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

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

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

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

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

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

For the purpose of this Agreement, WAC Title 420, SRFB policies shall apply as terms of this Agreement.

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

- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5
- Salmon Recovery Grants - Manual 18

SPECIAL CONDITIONS

Special Condition #1: Federal Nexus

This project appears to be subject to the National Historic Preservation Act, Section 106, and therefore appears to be exempt from Governor's Executive Order 05-05 Archaeological and Cultural Resources (EO 05-05) as described in the terms of this project agreement. In order for this project to be exempt from EO 05-05, the Section 106 Area of Potential Effect (APE) must include all ground-disturbing activities subject to this project agreement, including any staging area. The sponsor is encouraged to work with the federal permitting agency to align the Section 106 APE with the scope of work subject to this project agreement. If the APE does not include all ground-disturbing activities subject to this project agreement, promptly notify the RCO grant manager, as this will require RCO to initiate cultural resources consultation following EO 05-05 for those activities not included in the federal APE. RCO will withhold reimbursement of development or restoration expenditures until this requirement is met. For acquisition projects, final payment will be withheld until evidence of cultural resources review is provided. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation and Section 106 of the National Historic Preservation Act. In the event that archaeological materials or human remains are discovered within the project area, work in the immediate vicinity must stop, and the Sponsor must ensure compliance with the provisions found in this agreement and under state and federal law.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Rebecca Mahan
Habitat Biologist
223 E. 4th St. Suite 5
Port Angeles, WA 98362
rebecca.mahan@co.clallam.wa.us

RCO Contact

Kat Moore
Senior Grants Manager
PO Box 40917
Olympia, WA 98504-0917
kathryn.moore@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

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

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1142, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

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

Clallam County

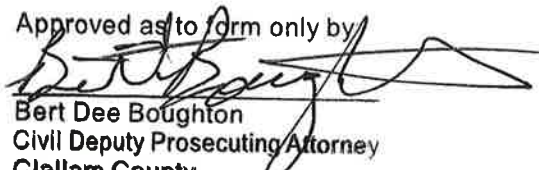
By: _____

Date: _____

Name (printed): _____

Title: _____

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

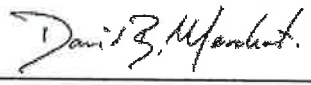
State of Washington Recreation and Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)

By: _____

Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By:  _____

Date: 06/01/2021

Assistant Attorney General

Project Sponsor: Clallam County
Project Title: McDonald Creek Fish Passage Restoration

Project Number: 20-1142R
Approval Date: 07/01/2021

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Restoration Metrics

Worksite #1, McDonald Creek

Targeted salmonid ESU/DPS (A.23):

Chum Salmon-Puget Sound/Strait of Georgia
ESU, Coho Salmon-Puget Sound/Strait of
Georgia ESU, Steelhead-Puget Sound DPS
Cutthroat, Lamprey

Targeted species (non-ESU species):

0.01

Miles of Stream and/or Shoreline Treated or Protected (C.0.b):

Watershed 23 square miles; stream 13.6 miles
long

Project Identified In a Plan or Watershed Assessment (C.0.c):

This work was identified two decades ago in the
Limiting Factors Analysis and also in the 2005
WRIA 18 Watershed Plan. This proposed project
was ranked number 27 by the 18-member
technical team in the 2020-21 NOPL Four Year
Workplan (NOPL 2019, 2020-21 NOPL Four
Year Workplan, Clallam County Courthouse, 223
E. 4th St, Port Angeles, WA 98362).

Type Of Monitoring (C.0.d.1):

Implementation Monitoring

The supporting maintenance and monitoring plan
provides a project description, describes existing
conditions and aquatic resources, identifies
measures that will be taken to avoid and minimize
impact to aquatic resources, provides a planting
plan of native species for disturbed areas that are
to be re-vegetated, summarizes the maintenance
of that vegetation and performance standards,
and lists the monitoring requirements and long-
term management goals for the project site.

Fish Passage Improvement

Miles Of Stream Made Accessible (SRFB) (C.2.b.1):

6.10

Type Of Barrier (C.2.b.3):

6.1 miles for Steelhead and 4.5 miles for Coho
Diversion Dam

Fish ladder installed / improved (C.2.e.1)

Number of Fish Ladders Installed/Improved (C.2.e.2):

1

Fish passage blockages removed or altered (C.2.c.1)

Number of Blockages/Impediments/Barriers Removed/Altered (C.2.c.2):

1

Architectural & Engineering

Architectural & Engineering (A&E)

Agency Indirect Costs

Agency Indirect

Project Sponsor: Clallam County

Project Number: 20-1142R

Project Title: McDonald Creek Fish Passage Restoration

Approval Date: 07/01/2021

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Project Start	09/23/2021	Board funding date.
X	Permits Complete	04/28/2022	USACOE and HPA complete
X	Special Conditions Met	05/01/2022	Final designs approved by the Review Panel
	Bid Awarded/Contractor Hired	06/30/2022	Federal Nexus: Based upon your grant application this project appears to be subject to Section 106 of the NHPA. Sponsor must provide evidence of S106 compliance (or qualifying exemption) as defined by the Lead Federal Agency. See special condition #1.
	Cultural Resources Complete	06/30/2022	
	Final Design to RCO	06/30/2022	
	Funding Acknowl Sign Posted	06/30/2022	
	Landowner Agreement to RCO	07/01/2022	
	Progress Report Due	08/01/2022	
	Restoration Started	09/14/2022	
	Restoration Complete	10/31/2022	
	Progress Report Due	12/01/2022	
	Annual Project Billing Due	12/01/2022	
	Stewardship Plan to RCO	03/31/2023	
	Progress Report Due	06/01/2023	
	RCO Final Inspection	06/30/2023	
	Agreement End Date	12/01/2023	
	Final Billing Due	12/01/2023	
	Final Report Due	12/01/2023	

Project Sponsor: Clallam County
Project Title: McDonald Creek Fish Passage Restoration

Project Number: 20-1142R
Approval Date: 07/01/2021

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 04/29/2022.

CITATIONS, HEADINGS AND DEFINITIONS

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

Agreement, terms of the Agreement, or project agreement – The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

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

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

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

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

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

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

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

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

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

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

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

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

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

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

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

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

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

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.

- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

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

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

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

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

RCW – Revised Code of Washington

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

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and/or enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

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

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

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

ASSIGNMENT

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

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

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

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

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

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

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

INDEPENDENT CAPACITY OF THE SPONSOR

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

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

CONFLICT OF INTEREST

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

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

COMPLIANCE WITH APPLICABLE LAW

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

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or

subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

- 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement.** Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
- 1) Keep the IDP at the project site.

- 2) Make the IDP readily available to anyone working at the project site.
- 3) Discuss the IDP with staff and contractors working at the project site.
- 4) Implement the IDP when cultural resources or human remains are found at the project site.

F. Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200 (as updated), for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- D. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- E. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.
- E. **Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. Part 200 (as updated). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
 - 1) Are verifiable from the non-Federal entity's (Sponsor's) records;
 - 2) Are not included as contributions for any other Federal award;
 - 3) Are necessary and reasonable for accomplishment of project or program objectives;
 - 4) Are allowable under 2 C.F.R. Part 200 as updated;
 - 5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be

applied to matching or cost sharing requirements of other Federal programs;

- 6) Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
- 7) Conform to other provisions of 2 C.F.R. Part 200 (as updated) as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

- 1) Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
- 2) Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
- 3) Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
- 4) Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

ADVANCE PAYMENTS

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

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

COVENANT AGAINST CONTINGENT FEES

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

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon sequestration, etc.) during or after the

reimbursement period cited in the Agreement, must be used to offset:

- 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
- 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.
- D. **Requirements for Federal Subawards.** Requirements for Federal Subawards. Sponsors must also comply with program income requirements (see 2 C.F.R. Part 200 (as updated) for federal awards).

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
- 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

- 1) For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

TREATMENT OF EQUIPMENT AND ASSETS

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

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO,

or to dispose of the equipment according to RCO published policies.

- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.
- C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R. § 200.313 (2013) as updated and amended):
- 1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - 2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - 3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - 4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - 5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
- 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 - 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
 - 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
 - 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

PROVISIONS FOR FEDERAL SUBAWARDS

The following provisions shall be in force for this agreement:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 (as updated). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200 (as updated), as updated, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200 (as updated).
 - 1) **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - 2) **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the

supervision, inspection, and other onsite functions incidental to the actual construction.

- D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- H. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R. § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R. 200.

PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

ORDER OF PRECEDENCE

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

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

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

WAIVER OF DEFAULT

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

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

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

SPECIFIC PERFORMANCE

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

TERMINATION AND SUSPENSION

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

A. For Cause.

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

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

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

C. Rights and Remedies of the RCO.

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

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under

this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

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

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

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

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

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

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

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

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

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

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.



AGENDA ITEM SUMMARY

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

2C
7/12/22

Department: DCD

WORK SESSION ☒ Meeting Date: 7/5/2022

REGULAR AGENDA ☒ Meeting Date: 7/12/2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.20.006-2 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Re: SEANWS-2021-CICoCD-00006. The purpose of this amendment is to change the state funding source from the Model Toxics Control Operating Account to General Fund State and to adjust the indirect rate. The indirect rate is listed as 30% (the maximum allowed) to facilitate annual adjustments, but the actual allowed rate is dependent on the approval of backup documentation showing how the rate was calculated.

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?)
Please sign.

County Official signature & print name: Lori Kennedy for Mary Ellen Winborn
Lori Kennedy for Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments:

DCD

Date submitted: 6/29/2022

* 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)



DEPARTMENT OF
ECOLOGY
State of Washington

334-22-006-2

**AMENDMENT NO. 2
TO AGREEMENT NO. SEANWS-2021-CICoCD-00006
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the Clallam Marine Resources Committee Operations (PROJECT).

The purpose of this amendment is to change the state funding source from the Model Toxics Control Operating Account to General Fund State and to adjust the indirect rate. The indirect rate is listed as 30% (the maximum allowed) to facilitate annual adjustments, but the actual allowed rate is dependent on the approval of backup documentation showing how the rate was calculated.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

CHANGES TO THE BUDGET

Funding Distribution EG220680

Funding Title: General Fund State 2022-23

Funding Type: Grant

Funding Effective Date: 07/01/2022

Funding Expiration Date: 06/30/2023

Funding Source:

Title: General Fund - State

Fund: FD

Type: State

Funding Source %: 100%

Description: Washington State general funds, 2021-2023 biennium

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

General Fund State 2022-23	Task Total
MRC Operations	\$ 50,000.00
2. Education and Outreach	\$ 14,000.00
3. Monitoring	\$ 1,000.00
4. Olympia oyster restoration	\$ 0.00

Total: \$ 65,000.00

CHANGES TO THE BUDGET

Funding Distribution EG220679

Funding Title: General Fund State 2021-22

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2022

Funding Source:

Title: General Fund - State

Fund: FD

Type: State

Funding Source %: 100%

Description: Washington State general funds, 2021-2023 biennium

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

General Fund State 2021-22	Task Total
MRC Operations	\$ 21,635.95
2. Education and Outreach	\$ 0.00
3. Monitoring	\$ 123.03
4. Olympia oyster restoration	\$ 0.00

Total: \$ 21,758.98

CHANGES TO THE BUDGET

Funding Distribution EG220116

Funding Title: 2022-23 Puget Sound Partnership/EPA

Funding Type: Grant

Funding Effective Date: 10/01/2022

Funding Expiration Date: 09/30/2023

Funding Source:

Title: Puget Sound Partnership/EPA

Fund: FD

Type: Federal

Funding Source %: 100%

Description:

Federal Awarding Agency: Environmental Protection Agency
Federal Awarding Agency Contact: Jennifer Grimm-Puget Sound Partnership
Federal Awarding Agency Phone: 360-485-7419
Federal Awarding Agency Email: Jennifer.grimm@psp.wa.gov
Federal Awarding Agency Address:

CFDA Catalog Name: National Estuary Program

CFDA Number: 66.456

FAIN:

Research Grant: No

Federal Award Date:

Total Federal Award Amount: \$0.00

Federal Funds Obligated To Recipient: \$29,000.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

2022-23 Puget Sound Partnership/EPA	Task Total
MRC Operations	\$ 15,600.00
2. Education and Outreach	\$ 10,400.00
3. Monitoring	\$ 500.00

4. Olympia oyster restoration	\$ 2,500.00
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Total: \$ 29,000.00

CHANGES TO THE BUDGET

Funding Distribution EG220115

Funding Title: 2021-22 Puget Sound Partnership/EPA

Funding Type: Grant

Funding Effective Date: 10/01/2021

Funding Expiration Date: 09/30/2022

Funding Source:

Title: Puget Sound Partnership/EPA

Fund: FD

Type: Federal

Funding Source %: 100%

Description:

Federal Awarding Agency: Environmental Protection Agency
 Federal Awarding Agency Contact: Jennifer Grimm-Puget Sound Partnership
 Federal Awarding Agency Phone: 360-485-7419
 Federal Awarding Agency Email: Jennifer.grimm@psp.wa.gov
 Federal Awarding Agency Address:

CFDA Catalog Name: National Estuary Program

CFDA Number: 66.456

FAIN:

Research Grant: No

Federal Award Date:

Total Federal Award Amount: \$0.00

Federal Funds Obligated To Recipient: \$37,000.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

2021-22 Puget Sound Partnership/EPA	Task Total
MRC Operations	\$ 3,185.15
2. Education and Outreach	\$ 23,014.85
3. Monitoring	\$ 6,800.00
4. Olympia oyster restoration	\$ 4,000.00
Total: \$ 37,000.00	

CHANGES TO THE BUDGET

Funding Distribution EG220114

Funding Title: MTCA-Marine Resources Committees 21-23

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

MTCA-Marine Resources Committees 21-23	Task Total
MRC Operations	\$ 40,978.90
2. Education and Outreach	\$ 1,385.15
3. Monitoring	\$ 876.97
4. Olympia oyster restoration	\$ 0.00
Total: \$ 43,241.02	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
MTCA-Marine Resources Committees 21-23	0 %	\$ 0.00	\$ 43,241.02	\$ 43,241.02
2021-22 Puget Sound Partnership/EPA	0 %	\$ 0.00	\$ 37,000.00	\$ 37,000.00
2022-23 Puget Sound Partnership/EPA	0 %	\$ 0.00	\$ 29,000.00	\$ 29,000.00
General Fund State 2021-22	0 %	\$ 0.00	\$ 21,758.98	\$ 21,758.98
General Fund State 2022-23	0 %	\$ 0.00	\$ 65,000.00	\$ 65,000.00
Total		\$ 0.00	\$ 196,000.00	\$ 196,000.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2021.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Clallam County

By: _____
Joenne McGerr
Shorelands
Program Manager
Date

By: _____
Mark Ozias
Commissioner
Date

Template Approved to Form by
Attorney General's Office



AGENDA ITEM SUMMARY

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

2d
7/12/22

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 7/05/2022

REGULAR AGENDA ☒ **Meeting Date:** 7/12/2022

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

☐ Call for Hearing

☐ Resolution

☐ Draft Ordinance

☒ Contract/Agreement/MOU**

☐ Proclamation

☐ Final Ordinance

Contract # 19925.22.016

☐ Budget Item

☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the Olympic Peninsula Visitor Bureau in the amount of \$15,000 for the 2022 WA State TREAD App Project for the Olympic Peninsula.

TREAD is an outdoor recreation map app with real time trail data that will provide for improved use of public lands by helping with dispersion and real time messaging.

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 will be processed on June 28, 2022 to add additional funding to the Hotel/Motel Tax fund budget to cover this new contract.

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

A handwritten signature in cursive script, appearing to read "Debi Cook", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 6/23/2022

* 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)

PERSONAL SERVICES AGREEMENT



Contract Number: 19925.22.016

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

Name: Olympic Peninsula Visitor Bureau
Address: P.O. Box 670
Port Angeles, Washington 98362
Phone N°: 360.452.8552

(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)

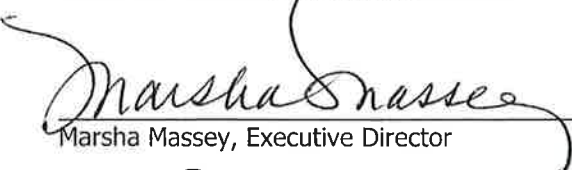
copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 31st day of May 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.

OLYMPIC PENINSULA VISITOR BUREAU

BOARD OF CLALLAM COUNTY COMMISSIONERS


Marsha Massey, Executive Director

Mark Ozias, Chair

Date: June 21, 2022

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC

Vendor

Initiating Department

Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for the 2022 WA State TREAD App Project for the Olympic Peninsula.

(TREAD is an outdoor recreation map app with real time trail data that will provide for improved use of public lands by helping with dispersion and real time messaging.)

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of FIFTEEN THOUSAND DOLLARS (\$15,000) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$15,000 to be paid when the contract is fully executed.

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

☐ **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 which 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 which 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. The Contractor agrees to defend, indemnify and save harmless the 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 personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
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 bylaw.
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 thirty (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 fifteen (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 ten (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 thirty (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: Not applicable

Title:

Address:

Telephone:

E-mail:

Fax:

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. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
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 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

☒ 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.

☒ 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:

- ☒ COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence
- ☐ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period

Endorsement (two year tail).	\$	per occurrence
------------------------------	----	----------------
- ☐ WORKERS COMPENSATION:

	Statutory amount
--	------------------
- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	\$	per occurrence
Property damage 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 insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurance is primary. 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 twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

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)

2e
7/12/22

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 7/05/2022

REGULAR AGENDA ☒ **Meeting Date:** 7/12/2022

Required Originals Approved and Attached? ☒
Will Be Provided On:

Item Summary:*

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

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

- Contract # 19925.22.013
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the Peninsula Trails Coalition in the amount of \$20,000 for their Olympic Discovery Trail Ambassador Program which is scheduled for June – October, 2022.

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 will be processed on June 28, 2022 to add additional funding to the Hotel/Motel Tax fund budget to cover this new contract.

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

A handwritten signature in cursive script, appearing to read "Debi Cook", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 6/23/2022

* 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)



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.22.013

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

Name: Peninsula Trails Coalition
Address: PO Box 1836
Port Angeles, WA 98362
Phone N°: 206-579-4218

(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 31st day of May 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 22 day of June 2022.

Peninsula Trails Coalition


Linda Hanlon

Date: 6/22 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the Olympic Discovery Trail Ambassador Program which is scheduled for June – October, 2022.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWENTY THOUSAND DOLLARS (\$20,000) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$20,000 to be paid when the contract is fully executed.

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

☐ **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 which 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 which 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. The Contractor agrees to defend, indemnify and save harmless the 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 personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
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 bylaw.
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 thirty (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 fifteen (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 ten (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 thirty (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:

Title:

Address:

Telephone:

E-mail:

Fax:

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. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
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 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

☒ 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.

☒ 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:

☒ **COMPREHENSIVE GENERAL LIABILITY:**

Bodily injury, including death. \$1,000,000 per occurrence

Property damage \$1,000,000 per occurrence

☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**

Endorsement (two year tail). \$ per occurrence

☐ **WORKERS COMPENSATION:** Statutory amount

☐ **AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles**

Bodily injury, liability, including death \$ per occurrence

Property damage 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 insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurance is primary. 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 twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

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)

39
7/12/22

Department: Human Resources

WORK SESSION ☒ **Meeting Date: 7-5-22**

REGULAR AGENDA ☒ **Meeting Date: 7-12-22**

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:

The County is required to employ a County Road Engineer pursuant to RCW 36.08.010. Board of Commissioners appointed Joseph Donisi as acting County Engineer for an interim period of six month on January 18, 2022 under Resolution 13, 2022. Human Resources as determined there is a need to extend the appointment for an additional six months. Review and approve a Resolution extending the appointment of Joseph Donisi as acting County Engineer for an additional six month period from July 12, 2022 – January 12, 2023.

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

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

Review and approve a Resolution extending the appointment of Joseph Donisi as acting County Engineer for an additional six month period from July 12, 2022 – January 12, 2023.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Human Resources, Road Department/Public Works – Joe Donisi

Relevant Departments: Board of Commissioners, Human Resources and Road Department/Public Works – Joe Donisi

Date submitted: June 27, 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)

Interim County Engineer Donisi 7-12-22
Revised: 3-04-2019



RESOLUTION _____, 2022

RESOLUTION EXTENDING ACTING COUNTY ENGINEER FOR
AN INTERIM PERIOD, NOT TO EXCEED SIX MONTHS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County is required to employ a county road engineer pursuant to RCW 36.80.010.
2. The County Road Engineer Ross Tyler has an effective retirement date of February 1, 2022.
3. A resolution appointing an Acting County Road Engineer must be sent to the County Road Administration Board pursuant to WAC 136-12-030.
4. The Assistant County Engineer Joseph E. Donisi is a licensed professional engineer.
5. The Board of Commissioners appointed Joseph E. Donisi as acting County Engineer for an interim period on of six months on January 18, 2022 under Resolution 13, 2022.
6. Human Resources has been determined that there is a need to extend the appointment for Joseph E. Donisi as acting County Engineer for an additional six months.

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

1. Joseph E. Donisi is hereby appointed as the Acting County Road Engineer for an additional period not to exceed six months (July 12, 2022 – January 12, 2023).

PASSED AND ADOPTED this 12th day of July 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board



49
7/12/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 7/11/22

REGULAR AGENDA ☒ **Meeting Date:** 7/12/22

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 supplemental appropriations on July 26, 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?** ☐

Sheriff – Operations

- Reimbursement from FY2019 Operation Stonegarden Grant for patrol overtime and grant coordinator regular time related to grant activities for the months of December 2021 – March 2022/\$48,003
- Receipt of State funding from FY2022-2023 Registered Sex Offender Address and Residency Verification Program that will be spend in FY2022. The remainder will be received and spent in FY2023/\$22,674

Juvenile Services – Additional funding for FY2020-2021 plus funding received for FY2022-2023 to help support 1 FTE for SCRC/Ancillary Therapeutic Services (ATS) treatment support services for youth in Secure Crisis Residential Center (SCRC)/\$37,971

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



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on July 26, 2022 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Sheriff – Operations

- Reimbursement from FY2019 Operation Stonegarden Grant for patrol overtime and grant coordinator regular time related to grant activities for the months of December 2021 – March 2022/\$48,003
- Receipt of State funding from FY2022-2023 Registered Sex Offender Address and Residency Verification Program that will be spend in FY2022. The remainder will be received and spent in FY2023/\$22,674

Juvenile Services – Additional funding for FY2020-2021 plus funding received for FY2022-2023 to help support 1 FTE for SCRC/Ancillary Therapeutic Services (ATS) treatment support services for youth in Secure Crisis Residential Center (SCRC)/\$37,971

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: July 12, 2022

Mark Ozias, Chair

Publish: July 16

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

JUN 30 2022



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 06/30/22

Budget Hearing/Meeting Date: 07/26/22

- ☒ **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 revisions within departments
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.811 ✓	Budget Name	Sheriff - Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Operations ✓	34210.00.0000 ✓	Law Enforcement Services	48,003
				48,003 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Operations ✓	52122.10.0500 ✓	Overtime	43,786
00100.811 ✓	Sheriff - Operations ✓	52123.10.0010 ✓	Regular Time	4,217
				48,003 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reimbursement from FY19 Operation Stonegarden Grant for patrol overtime and grant coordinator regular time related to grant activities for the months of December '21 – March '22.

County Official Approval: _____

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

JUN 30 2022



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 06/30/22 ✓

Budget Hearing/Meeting Date: 07/26/22 ✓

- ☒ **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 revisions within departments
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.811 ✓	Budget Name	Sheriff - Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Operations ✓	33406.90.0010 ✓	Sex Offender Verification Program	22,674
				22,674 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Operations ✓	52122.41.0510 ✓	Port Angeles Police Dept	4,647
00100.811 ✓	Sheriff - Operations ✓	52122.41.0515 ✓	Sequim Police Dept	775
00100.811 ✓	Sheriff - Operations ✓	52121.10.0500 ✓	Overtime	7,552
00100.811 ✓	Sheriff - Operations ✓	52123.10.0500 ✓	Overtime	1,500
00100.811 ✓	Sheriff - Operations ✓	52121.45.0015 ✓	Vehicle Rental/Lease	2,300
00100.811 ✓	Sheriff - Operations ✓	52123.42.0020 ✓	Postage	200
00100.811 ✓	Sheriff - Operations ✓	52123.43.0022 ✓	Travel-Training Support	5,000
00100.811 ✓	Sheriff - Operations ✓	52123.49.0060 ✓	Registration	700
				22,674 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Receipt of State funding from 2022-2023 Registered Sex Offender Address and Residency Verification Program that will be spent in FY2022. Local City law enforcement agencies participating in this program receive a portion of the funding based upon the number of registered offenders residing in their jurisdiction. The remainder of the State funding will be received and accounted for in the FY2023 budget.

County Official Approval: _____

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

JUN 30 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 06/30/2022 ✓ Budget Hearing/Meeting Date: 07/26/2022 ✓

- ☒ **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
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.851 ✓	Budget Name	Juvenile Services ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.851. ✓	Juvenile Services ✓	33404.66.0017 ✓	Secure Crisis Residential Center	37,971
Total				37,971 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.851.	Juvenile Services	52760.10.0010	Regular Time	26,580
00100.851.	Juvenile Services	52760.20.0020	Benefits	11,391
Total				37,971 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding to be applied to ATS funding received in FY20-21 for SCRC/Ancillary Therapeutic Services (ATS) treatment support services for youth in Secure Crisis Residential Center (SCRC). Funding received in FY20-21, plus funding received for FY22-23 will support 1 FTE for the grant period beginning 7/1/22-6/30/23. FTE position was approved by the BOCC 4/25/22. ~~One grant award submitted for FY22-23 was approved by BOCC 10/23/22~~

County Official Approval: _____

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



AGENDA ITEM SUMMARY

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

46
7/12/22

Department: BOCC

WORK SESSION ☒ **Meeting Date: 7/11/22**

REGULAR AGENDA ☒ **Meeting Date: 7/12/22**

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 July 26, 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?** ☐

Parks & Facilities – Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in April and May, 2022 expected to be reimbursed through FEMA/\$13,155

District Court – Funding for PERS Plan 2 retirement for Judge David Neupert going back to beginning of his term January 14, 2019/\$77,416

HHS – Operations – Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (1 of 2)/\$370,100

General Fund Reserves

- Additional funding for veteran assistance (1 of 2)/\$36,000
- Additional funding for the proposed land acquisition adjacent to Cline Spit (1 of 2)/\$120,000
- Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (2 of 2)/\$370,100

NonDept – Veterans Relief – Additional funding for veteran assistance (2 of 2)/\$36,000

Parks & Facilities – Capital Projects - Additional funding for the proposed land acquisition adjacent to Cline Spit (2 of 2)/\$120,000

Hearing Examiner – Additional funding to cover the cost of hearings in May, and any additional hearings that will occur from June through the end of this year/\$41,925

* 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?)
Approve the attached notice of debatable emergencies.

County Official signature & print name: Loni Gores Loni Gores

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 Debatables 7-12-22
Revised: 3-04-2019

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



BUDGET RESOLUTION _____, 2022

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

Parks & Facilities – Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in April and May, 2022 expected to be reimbursed through FEMA/\$13,155

District Court – Funding for PERS Plan 2 retirement for Judge David Neupert going back to beginning of his term January 14, 2019/\$77,416

HHS – Operations – Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (1 of 2)/\$370,100

General Fund Reserves

- Additional funding for veteran assistance (1 of 2)/\$36,000
- Additional funding for the proposed land acquisition adjacent to Cline Spit (1 of 2)/\$120,000
- Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021 (2 of 2)/\$370,100

NonDept – Veterans Relief – Additional funding for veteran assistance (2 of 2)/\$36,000

Parks & Facilities – Capital Projects - Additional funding for the proposed land acquisition adjacent to Cline Spit (2 of 2)/\$120,000

Hearing Examiner – Additional funding to cover the cost of hearings in May, and any additional hearings that will occur from June through the end of this year/\$41,925

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

1. A public hearing on the debatable emergencies listed above will be held July 26, 2022 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 12th day of July 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: July 16, 2022

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

JUN 15 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: June 14, 2022

Budget Hearing/Meeting Date: July 26, 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	\$ 13,155
Total				\$ 13,155 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$ 13,155
Total				\$ 13,155 ✓

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 April and May 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)

65

CLALLAM COUNTY BUDGET CHANGE FORM

JUN 21 2022



Date Submitted: 6/15/2022

Budget Hearing/Meeting Date: 7/26/2022

- **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.	00100.871 ✓	Budget Name	District Court I ✓
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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	77,416
Total				77,416 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.871 ✓	District Court I ✓	51240.20.0020 ✓	Benefits	77,416
Total				77,416 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

PERS Plan 2 retirement for Judge David Neupert going back to beginning of his term 1/14/2019.

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

[Signature]
[Signature]

66

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/05/2022 ✓

Budget Hearing/Meeting Date: 7/26/2022 ✓

- **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.	11301.511 ✓	Budget Name	HHS – Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS – Operations ✓	38210.00.0000 ✓	Refundable Deposit	370,100
Total				370,100 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS – Operations ✓	59762.00.0010 ✓	Transfer to General Fund Reserve	370,100
Total				370,100 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021. These costs were subsequently funded through a grant received by Serenity House 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: 6/21/2022 ✓

Budget Hearing/Meeting Date: 7/26/2022 ✓

- **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	36,000
Total				36,000 ✓

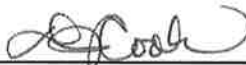
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	59771.00.0000 ✓	Transfer to Veterans Relief	36,000
Total				36,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Since COVID the demand for veteran assistance has increased considerably and with inflation clients can't keep up with the cost of fuel, groceries, etc. The most critical need in assistance is with utility bills, which has been the largest increase of expenditures. This additional funding would allow us to continue to assist qualifying veterans in need. (1 of 2)

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




67

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/30/2022 ✓

Budget Hearing/Meeting Date: 7/26/2022 ✓

- **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	120,000
Total				120,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	59718.00.0030 ✓	Transfer to Capital Projects	120,000
Total				120,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding for the proposed land acquisition adjacent to Cline Spit. (1 of 2)

County Official Approval: _____

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

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73

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7/05/2022 ✓

Budget Hearing/Meeting Date: 7/26/2022 ✓

- **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 ✓	39762.00.0010 ✓	Transfer from Health and Human Services	370,100
Total				370,100

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	370,100
Total				370,100

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Repayment of funds provided to Serenity House for bathroom improvements relating to the shelter expansion in 2021. These costs were subsequently funded through a grant received by Serenity House in 2022. (2 of 2)

County Official Approval: _____

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

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/21/2022 ✓

Budget Hearing/Meeting Date: 7/26/2022 ✓

- **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.	19914.291 ✓	Budget Name	NonDept – Veterans Relief ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19914.291 ✓	NonDept – Veterans Relief ✓	39771.00.0000 ✓	Transfer from General Fund Reserves	36,000
Total				36,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19914.291 ✓	NonDept – Veterans Relief ✓	56520.49.0202 ✓	Veterans Support - Food	10,000
19914.291 ✓	NonDept – Veterans Relief ✓	56520.49.0204 ✓	Veterans Support - Other	6,000
19914.291 ✓	NonDept – Veterans Relief ✓	56520.49.0205 ✓	Veterans Support – Rent or Mortgage	2,000
19914.291 ✓	NonDept – Veterans Relief ✓	56520.49.0207 ✓	Veterans Support - Utilities	18,000
Total				36,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Since COVID the demand for veteran assistance has increased considerably and with inflation clients can't keep up with the cost of fuel, groceries, etc. The most critical need in assistance is with utility bills, which has been the largest increase of expenditures. This additional funding would allow us to continue to assist qualifying veterans in need. (2 of 2)

County Official Approval: _____

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

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/30/2022

Budget Hearing/Meeting Date: 7/26/2022

- **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.	30501.911	Budget Name	Parks and Facilities - Capital Projects
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911	Parks and Facilities - Capital Projects	39718.00.0030	Transfer from General Fund Reserves	120,000
Total				120,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911	Parks and Facilities - Capital Projects	59419.61.1015	Cline Spit Land Acquisition	120,000
Total				120,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding for the proposed land acquisition adjacent to Cline Spit. (2 of 2)

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

[Signature]

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6/27/2022 ✓

Budget Hearing/Meeting Date: 7/26/2022 ✓

- **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.	00100.361 ✓	Budget Name	Hearing Examiner ✓
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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	41,925
Total				41,925

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.361 ✓	Hearing Examiner ✓	55863.41.0020 ✓	Professional Services	41,925
Total				41,925

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

In 2021 there were a total of 12 hearings for the year with a total cost of \$27,000. In 2022 through April, there has already been 11 hearings/appeals at a cost of \$24,675. A new invoice for May includes 4 additional hearings. Since we budgeted based on the amount of cases heard in 2021, additional funding is needed to cover the May invoice, as well as, additional hearings that will occur from June through the end of this year.

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

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