



AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, July 6, 2021 – 9:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County has moved Phase 3 of the Healthy Washington Roadmap to Recovery Plan. To be in compliance with the Healthy Washington Roadmap to Recovery Plan the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must follow current face covering guidelines.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure current masking and social distancing practices are enforced and practiced by all event attendees.

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

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

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

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

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 June 28

Approval of vouchers 

- 1b. Approval of minutes for the week of June 28

Approval of minutes 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Department of Ecology to terminate an existing agreement for the Lower Dungeness Floodplain Restoration Project and replace with new grant OTGP-2021-CICoCD-00066

Agreement 

- 2b. Agreement with Department of Ecology for the Lower Dungeness Floodplain Restoration Project Grant OTGP-2021-CICoCD-00066

Agreement 

- 2c. Agreement with the Washington State Council of County and City Employees, Local 1619-LC for contract extension

Agreement 

- 2d. Agreement with the Washington State Council of County and City Employees, Local 1619-MP for contract extension

Agreement 

- 2e. Agreement with the Washington State Council of County and City Employees, Local 1619-D for contract extension

Agreement 

- 2f. Agreement with the Washington State Council of County and City Employees, Local 1619-CD for contract extension

Agreement 

- 2g. Agreement with Teamsters for contract extension

Agreement 

ADMINISTRATION

- 3a. Notice of hearing to be held Tuesday, July 20, 2021 at 10:30 a.m. regarding Clallam County Code, Chapter 5.100 Consolidated Fee Schedule - Auditor's Office Service Fee Schedule 510-A

Notice of hearing 

- 3b. Resolution appointing Don Wenzl to the Behavioral Health Program Fund Advisory Board

Resolution 

- 3c. Resolution appointing Paula Hunt to the Heritage Advisory Board

Resolution 

- 3d. Resolution appointing Robert Knapp and Christia Skerbeck to the Conservation Futures Program Advisory Board

Resolution 

COMMUNITY DEVELOPMENT

- 4a. Resolution authorizing action on Current Use Assessment (CUA) applications pursuant to Clallam County Code Chapter 27.08, Open Space

HEARING(S) – Beginning at 10:30 a.m.

- H1. Resolution for proposed vacation of a portion of Lincoln Avenue (#39350)

Resolution 

- H2. Resolution authorizing sale of County tax title property and setting terms of the sale

Resolution 

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

HEARING(S) – Beginning at 10:30 a.m.

PUBLIC COMMENT – Please limit comments to three minutes

The following meetings are scheduled for the Board of Commissioners July 5 - 9:

Monday, July 5:

Independence Day observed - Courthouse closed

Tuesday, June 6:

9:00 a.m. Work Session Meeting

10:00 a.m. Board Meeting

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

11:00 a.m. Continued Work Session Meeting

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.



19
7/6/21

Date of report: June 30, 2021

General	\$108,516.93
Other	\$448,665.58
Total	\$557,182.51

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 _____ 2021.

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

June 28 - July 2, 2021

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	2,248.39			
00100.241/291	Commissioners (BOCC)	817.95			
00100.244	BOCC - Board of Equalization	64.84			
19914.291	BOCC - Veterans Relief		1,479.80		
00100.331-334	Dept. of Community Develop't (DCD)	1,508.00			
11301.511	Health & Human Services (HHS)		11,179.93		
00100.511	HHS - Environmental Health	1,756.96			
11322.511	HHS - Homeless Task Force		14,659.53		
11323.511	HHS - Chem Dep/Mental Hlth		12,543.23		
11324.511	HHS - Affordable Housing		2,866.67		
11331.511	HHS - Developmental Disabilities		18,310.00		
00100.461	Human Resources (HR)	1,971.18			
00100.411	Information Technology (IT)	21,352.22			
30701.411	IT - Capital Projects		14,516.88		
00100.851	Juvenile Services	809.50			
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		624.98		
00100.911/912	Parks Fair Facilities (PFF)	6,708.92			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		897.60		
00100.841-843	Prosecuting Attorney	11,089.42			
11701.841	Pros Atty - Local Crime Victim		1,944.32		
	Public Works (PW)				
10101.611	PW - Roads		335,964.20		
10135.611	PW - Flood Control		685.90		
40201.611	PW - Solid Waste		722.83		
41401.611	PW - Clallam/Seki Sewer		5,717.85		
42401.611	PW - Carlsborg Sewer		173.45		
43401.611	PW - Bullman Beach Water System		287.72		
50301.611	PW - ER&R (Equip't Rental & Revolving)		24,278.11		
00100.811-815	Sheriff	50,123.22			
00100.816	Sheriff - Jail Medical	1,117.55			
11003.811	Sheriff - Boating Safety		47.02		
11065.811	Sheriff - OPSCAN Operations		1,108.44		
11080.811	Sheriff - Inmate Commissary		432.50		15.62
00100.861	Superior Court	8,491.78			
00100.231	Treasurer	52.00			
12201.231	Treasurer - O&M (Operation & Maintenance)		209.00		
00100.931	WSU Extension	405.00			
Total		108,516.93	448,649.96	-	15.62

Report Reconciliation		Totals			
Total	557,166.89	General Fund	108,516.93		
Final Check Lists	557,166.89	Other	448,665.58		
Difference	-	Total	557,182.51	Use Tax	15.62

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
7/2/2021	SWANSONS SERVICES CORP.	1457457	jkoon	27.00	2.38	27.00
7/2/2021	WALKENHORST	4451581	jkoon	150.50	13.24	150.50
Totals:				177.50	15.62	177.50

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000023	ADVANCED TRAVEL	AT PR JUNE	6/24/2021	ADVANCE TRAVEL AND MILE/	357.16	
			AT LK JUNE	6/24/2021	ADVANCE TRAVEL FOR LORI	123.75	480.91
7/6/2021	0000360	CLALLAM COUNTY ER&R	2021.168E	6/24/2021	VEHICLE RENTAL FOR JUNE	634.44	634.44
7/6/2021	0002433	KUSS, LORRIE	LK JUNE HOTEL	6/24/2021	REIMBURSEMENT FOR HOTEL	966.47	966.47
7/6/2021	0004681	RUSHTON, PAMELA	PR MILEAGE JL	6/28/2021	REIMBURSEMENT FOR ADDI	92.22	92.22
7/6/2021	0021386	STAPLES ADVANTAGE	8062570652	6/24/2021	OFFICE SUPPLIES	74.35	74.35
Sub total for U S BANK:							2,248.39

0**
2,248.39+
817.95+
64.84+
1,508.00+
61,316.32+
1,971.18+
35,869.10+
809.50+
624.98+
7,606.52+
13,033.74+
24,278.11+
335,964.20+
7,587.75+
51,711.18+
1,117.55+
8,491.78+
261.00+
1,479.80+
405.00+
557,166.89*
0**

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Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0001179	PACIFIC OFFICE EQUIPMENT	1082144	6/24/2021	HUTCH	357.95	357.95
7/6/2021	0001632	U S POSTMASTER	Jury 6/24/2021	6/24/2021	1,000 SUMMONS @ .46	460.00	460.00
Sub total for U S BANK:							817.95

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Final Check List
CLALLAM COUNTY

BOE

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/6/2021	0001113	OFFICE DEPOT, INC				
			178455160001	6/14/2021	OFFICE SUPPLIES	37.65	
			178462296001	6/14/2021	OFFICE SUPPLIES	27.19	64.84
					Sub total for U S BANK:		64.84

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000196	BILLS PLUMBING & SANIKAN	IS3607396	6/23/2021	G145 TASK 2 PROFESSIONAL	145.00	145.00
7/6/2021	0001113	OFFICE DEPOT, INC	175396540001	6/10/2021	ADMIN OFFICE SUPPLIES	69.70	69.70
7/6/2021	0001140	OLYMPIC PRINTERS INC	28108	6/16/2021	ADMIN OFFICE SUPPLIES	263.30	263.30
7/6/2021	0032541	K L MAYER CONSULTING GRC	1-11 TO 6-9-202	6/16/2021	G133 WORKSITE 4 PROFESS	870.00	870.00
7/6/2021	0045436	SULLIVAN, CHARLES	REF 6-7-21	6/14/2021	REFUND BPT2021-524	160.00	160.00
Sub total for U S BANK:							1,508.00

Final Check List
CLALLAM COUNTY

HHS

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000336	CLALLAM CONSERVATION DIS	EPA21-PIC5	6/23/2021	WQ- DOE PIC IMPLEMENTATI	322.78	322.78
7/6/2021	0000700	HACH COMPANY	12479427	6/1/2021	WLAB-LABORATORY SUPPLI	354.18	354.18
7/6/2021	0001700	WA ST DEPT OF ECOLOGY	LAU-WA-H421-2	6/17/2021	WLAB-LAB ACCREDITIONA FI	1,080.00	1,080.00
7/6/2021	0000296	CENTURYLINK	300510090-0606	6/6/2021	HOPS-FORKS OFFICE PHONI	294.30	294.30
7/6/2021	0021279	KITSAP COUNTY HEALTH DIS	061021	6/23/2021	HOPS-MAY 2021 EPIDEMIOLC	52.50	52.50
7/6/2021	0042813	LAW, LISA	MILEAGE-06212	6/21/2021	HOPS-BUSINESS MILEAGE R	176.17	176.17
7/6/2021	0040427	NORPOINT GROUP LLC	1176 NPG	6/20/2021	HOPS-SDC SECURITY 6/13-6/	5,890.00	5,890.00
7/6/2021	0001113	OFFICE DEPOT, INC	171952382002	6/7/2021	HOPS-OFFICE SUPPLIES	32.62	32.62
7/6/2021	0001262	PORT OF PORT ANGELES	171472	6/23/2021	HOPS-SDC UTILITIES	4,468.87	4,468.87
7/6/2021	0001641	VERIZON WIRELESS	9880806080	5/28/2021	HOPS-DR BERRY CELL PHON	261.67	261.67
7/6/2021	0044209	WARREN, KIM	MILEAGE-06212	6/23/2021	HOPS-MILEAGE REIMBURSEI	3.80	3.80
7/6/2021	0000348	CLALLAM COUNTY DEPT OF,	2HTFADM1-3-20	6/15/2021	HTF - REIMBURSEMENT FOR	5,165.60	
			2HTFADM10-12	6/15/2021	HTF - REIMBURSEMENT FOR	2,838.17	
			1HTFADM1-3-20	6/15/2021	HTF - REIMBURSEMENT FOR	986.57	
			1HTFADM10-12	6/15/2021	HTF - REIMBURSEMENT FOR	517.24	9,507.58
7/6/2021	0000723	HEALTHY FAMILIES OF CLALL	11322-19-HF 5-2	6/14/2021	HTF - SAFELY HOME/HOUSIN	5,151.95	5,151.95
7/6/2021	0000348	CLALLAM COUNTY DEPT OF,	2CDMHADM01-1	6/15/2021	CD/MH - REIMBURSEMENT F	5,820.04	
			2CDMHADM081	6/15/2021	CD/MH - REIMBURSEMENT F	4,031.71	
			1CDMHADM03-1	6/15/2021	CD/MH - REIMBURSEMENT F	1,853.45	
			1CDMHADM081	6/15/2021	CD/MH - REIMBURSEMENT F	678.03	12,383.23
7/6/2021	0021279	KITSAP COUNTY HEALTH DIS	KPHD 6-10-21 2	6/10/2021	CD/MH - CD/MH SERVICES -	160.00	160.00
7/6/2021	0000723	HEALTHY FAMILIES OF CLALL	11324-19-HF 5-2	6/11/2021	AH - EMERGENCY HOUSING	2,866.67	2,866.67
7/6/2021	0000348	CLALLAM COUNTY DEPT OF,	1DDDA20221	6/15/2021	DDD-2021 HHS ADMINISTRAT	18,310.00	18,310.00
Sub total for U S BANK:							61,316.32

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000522	<i>redacted</i>	LEOFF JUN 21 I 6/24/2021	LEOFF JUN 21 DE		148.50	148.50
7/6/2021	0002036		LEOFF JUN 21 I 6/24/2021	LEOFF JUN 21 DL		148.50	148.50
7/6/2021	0002037		LEOFF JUN 21 I 6/24/2021	LEOFF JUN 21 DG		451.84	451.84
7/6/2021	0002038		LEOFF JUN 21 I 6/24/2021	LEOFF JUN 21 DR		148.50	148.50
7/6/2021	0002042		LEOFF JUN 21 F 6/24/2021	LEOFF JUN 21 RC		304.06	304.06
7/6/2021	0002047		LEOFF JUN 21 F 6/24/2021	LEOFF JUN 21 RS		148.50	148.50
7/6/2021	0022748		LEOFF JUN 21 F 6/24/2021	LEOFF JUN 21 FD		621.28	621.28
Sub total for U S BANK:							1,971.18

Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000084	ANGELES COMMUNICATIONS	33745	6/24/2021	ETHERNET 1803 W EDWARD	1,257.70	
			33736	6/24/2021	IT20210514A - PHONE LINE V	178.61	1,436.31
7/6/2021	0000296	CENTURYLINK	406569255LD-06	6/24/2021	FORKS T-1 LINE	645.97	
			300425321LD-06	6/24/2021	FORKS TO FORKS T-1	454.02	
			406389122LD-06	6/24/2021	FORKS SHERIFF #2	297.72	
			300561295LD-06	6/24/2021	CLALLAM BAY DISPATCH	75.29	
			300511193LD-06	6/24/2021	FORKS COURTROOM FAX	67.07	
			406493163LD-06	6/24/2021	PENCOME RINGDOWN	60.44	1,600.51
7/6/2021	0000436	CXTEC	7063066	6/24/2021	IT20201030 - BLADE CTR S R,	4,946.07	
			7080571	6/24/2021	IT20210301A - BLADE CTR RA	1,044.48	
			7050771	6/24/2021	IT20200814 - HEADSETS	323.36	6,313.91
7/6/2021	0000674	GOVCONNECTION, INC.	71459486	6/24/2021	IT20210602A - SYMANTEC RE	8,861.11	
			71425337	6/24/2021	IT20210604 - CABLES	298.92	9,160.03
7/6/2021	0001156	OLYPEN INC	210624-0026	6/24/2021	CLALLAM DIA	80.00	80.00
7/6/2021	0001828	NIKOLA ENGINEERING INC	48591	6/24/2021	BLYN JUSTICE CENTER	55.00	55.00
7/6/2021	0004211	CENTURYLINK	3604527831-062	6/24/2021	MAIN COURTHOUSE	1,432.69	
			3604529079-062	6/24/2021	PUBLIC HEALTH	332.95	
			3604574863-062	6/24/2021	JUVIE FAX LINES	285.46	
			3605651032-062	6/24/2021	MODEM POOL	134.28	
			3606832263-062	6/24/2021	SEQUIM SHERIFF #2	98.90	
			3604574397-062	6/24/2021	JUVIE COURTROOM FAX	66.85	
			3606832192-096	6/24/2021	SEQUIM SHERIFF #1	63.99	
			3604570323-062	6/24/2021	PA SHOP PHONE SWITCH	60.38	
			3604576843-062	6/24/2021	JUVIE PHONE SWITCH	60.38	
			3604521652-062	6/24/2021	TELEPHONE SWITCH MAINT	58.08	
			3604579810-062	6/24/2021	PUBLIC DSL	50.50	2,644.46
7/6/2021	0022148	CENTURYLINK BUSINESS SE	230320313	6/24/2021	WACC CALLING CARD SCAN	4.04	4.04
7/6/2021	0023718	AT&T	3604574397LD0	6/24/2021	JUVIE COURTROOM LONG D	48.16	48.16
7/6/2021	0033533	SPOK INC	580268	6/24/2021	IT20210616B - ENTERPRISE S	14,516.88	14,516.88
7/6/2021	0043864	ZOOM VIDEO COMMUNICATI	INV82531271	6/24/2021	JUVIE DID NUMBER	9.80	9.80

Sub total for U S BANK: 35,869.10

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/6/2021	0000628	GALLS LLC				
			018418909	5/21/2021	UNIFORMS & CLOTHING	231.09	
			018533928	6/7/2021	SMALL TOOL & MINOR EQUIF	206.68	
			018507910	6/3/2021	UNIFORMS & CLOTHING	43.09	
			018496352CR	6/1/2021	UNIFORMS & CLOTHING	-282.01	198.85
7/6/2021	0001149	OLYMPIC STATIONERS INC	96525	6/17/2021	OP SUPPLIES	82.96	82.96
7/6/2021	0003696	GOODRICH, JOLEEN	OLBW14453456	5/16/2021	UNIFORMS & CLOTHING	117.08	117.08
7/6/2021	0017787	DAIRY FRESH FARMS INC	8082117410	6/23/2021	DET FOOD	40.89	40.89
7/6/2021	0028699	SOUND PUBLISHING INC	PDN928683	6/2/2021	ADVERTISING-LEGAL NOTICI	189.60	
			PDN928685	6/2/2021	ADVERTISING-LEGAL NOTICI	180.12	369.72
Sub total for U S BANK:							809.50

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06/29/2021 3:40:41PM

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
7/6/2021	0000360	CLALLAM COUNTY ER&R	2021.159E	6/22/2021	#58 JUNE	142.20	142.20
7/6/2021	0000933	LUCERO, CATHLEEN	Lucero2021 6-1	6/22/2021	SAFETY VEST, GLOVES	28.12	28.12
7/6/2021	0020849	U S BANK	113-1582201-45	6/22/2021	2 SOLO BACKPACK SPRAYEF	258.84	
			113-0733310-58	6/22/2021	2 FIELD KING BACKPACK SPf	195.82	454.66
Sub total for U S BANK:							624.98

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000090	ANGELES MACHINE WORKS	174447	6/24/2021	CH BUILDING SUPPLIES FOR	32.78	32.78
7/6/2021	0000091	ANGELES MILLWORKS & LUM	290645	6/24/2021	PP DRILL BITS, MISC SMALL I	54.26	
			290883	6/24/2021	FG PUMP OIL, BLADE DISPEN	28.98	
			290581	6/24/2021	CH NO TRESPASS SIGN	20.50	
			290745	6/24/2021	JUV LIGHT PANEL STEEL WO	16.02	
			290818	6/24/2021	CH MISC FASTENERS	7.51	127.27
7/6/2021	0000172	BAXTER A/P OFFICE	15-732256	6/24/2021	SMPK POWERATED VBELT F	46.41	46.41
7/6/2021	0000239	BROTHERS PLUMBING INC	93327	6/24/2021	SMPK AGNEW FIELD REPLAC	342.86	342.86
7/6/2021	0000427	CRESCENT WATER ASSOCIA	1459 5/21	6/24/2021	FWB MAY WATER	50.00	50.00
7/6/2021	0000546	EXPRESS SERVICES, INC	25575590	6/24/2021	CH SC SEAS RNGR COVID CI	3,113.35	3,113.35
7/6/2021	0000677	GRAINGER INC	9936372482	6/24/2021	CH SAFETY SIGN	65.41	65.41
7/6/2021	0001145	OLYMPIC SEWER & DRAIN IN	10901	6/24/2021	JAIL PLUGGED MAINLINE LAE	418.88	418.88
7/6/2021	0001198	PART WORKS INC, THE	inv68615	6/24/2021	CH (12) REGAL REPAIR KITS	770.67	770.67
7/6/2021	0001540	SWAIN'S GENERAL STORE IN	287979	6/24/2021	SMPK CAULK, COMMAND HO	45.90	
			288069	6/24/2021	DRA BRACKET SHELF FOAM	34.87	
			288148	6/24/2021	CH BOLTS FOR SIGNS	27.19	
			288126	6/24/2021	FG VALVE GATE	9.76	117.72
7/6/2021	0001576	THURMAN SUPPLY	760221	6/24/2021	FG EXHUAST FAN FOR OFFIC	85.24	85.24
7/6/2021	0004448	DAREN'S POINT S TIRE & AUT	0085562	6/24/2021	FG LAWNMOWER FLAT TIRE	84.01	84.01
7/6/2021	0021741	CXT INC	284998	6/24/2021	SMPK (2) LATCHES FOR VAUI	462.15	462.15
7/6/2021	0024320	LEO'S FLOORING	JUV 6/18/21	6/24/2021	2007FAC JUV CARPET TILE E	816.00	
			Jail 6/18/21	6/24/2021	2007FAC REPAIR TRANSITIOI	81.60	897.60
7/6/2021	0037042	OFFICE DEPOT	177983856001	6/24/2021	FG VACUUM FOR OFFICE	182.77	
			177984216001	6/24/2021	FG 8.X11 PAPER	40.73	223.50
7/6/2021	0038174	COASTAL FARM & RANCH	1673	6/24/2021	M UNIFORM PANT (1) C HEIL	48.95	
			1674	6/24/2021	SMPK SUPPLIES FOR MEMOI	21.72	70.67
7/6/2021	0041295	C & C TIMBER INC	9698	6/24/2021	DRA 200 FIREWOOD FOR RE	698.00	698.00
Sub total for U S BANK:							7,606.52

Prosecutor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000546	EXPRESS SERVICES, INC	25575617	6/24/2021	EXPRESS SERVICES	1,388.80	
			25545029	6/24/2021	EXPRESS SERVICES	1,219.31	2,608.11
7/6/2021	0001113	OFFICE DEPOT, INC	178136646001	6/24/2021	OFFICE SUPPLIES	322.75	
			176709837001	6/24/2021	OFFICE SUPPLIES	95.96	418.71
7/6/2021	0001252	PORT ANGELES, CITY OF	JUNE74359-155	6/24/2021	CITY OF PA UTILITIES	225.92	225.92
7/6/2021	0024413	OLYMPIC PROCESS SERVICE	4258	6/24/2021	PERSONAL SERVICE	156.00	156.00
7/6/2021	0029872	SEQUIM VALLEY FUNERAL CH	MAY2021	6/24/2021	MAY BILLING FOR CORONER	4,160.00	4,160.00
7/6/2021	0042898	KING COUNTY FINANCE	2134369	6/24/2021	CORONER	5,465.00	5,465.00
Sub total for U S BANK:							13,033.74

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000099	A-1 AUTO PARTS	1325812	6/10/2021	48645N - SQ 450	388.85	
			1327201	6/9/2021	7-pole die cast conn - SQ 123	56.22	
			1328467	6/16/2021	Socket trays, met. ring, m. pickup	47.71	
			1326103	6/2/2021	Body Shop carpet & H - SQ 243	18.60	511.38
7/6/2021	0000377	PACWEST MACHINERY LLC	20347319	6/9/2021	Excavator reverse problem - PA	3,187.10	
			20347677	6/23/2021	Belt-Conv, 24", W - PA 1063	2,824.18	
			20347204 CR	6/9/2021	Credit: Excavator reverse prob.	-4,294.00	1,717.28
7/6/2021	0000546	EXPRESS SERVICES, INC	25575589 E	6/15/2021	Personnel services - PA ER&R	1,239.60	1,239.60
7/6/2021	0000772	INDUSTRIAL HYDRAULICS INC	A334491	6/10/2021	Crimp fittings - PA Stores	189.32	
			A334492	6/10/2021	Elbows, fitting kit, reducers - PA	120.19	309.51
7/6/2021	0000786	INTERSTATE BATTERY SYSTEMS	22067385	6/22/2021	Batteries - PA Stores	526.37	526.37
7/6/2021	0000894	LARSCO INC	1108006-01	6/15/2021	W. locks, seals, receptacles, plug	228.13	228.13
7/6/2021	0001251	PORT ANGELES AUTO GLASS	71650	6/21/2021	Windshield installation - PA S32	723.31	723.31
7/6/2021	0001255	PRICE FORD LINCOLN MERCURY	5039022	6/22/2021	Filter-odour and partic - PA S34	23.29	
			5038937	6/16/2021	Cap asy, fuel tank - PA 111	14.10	37.39
7/6/2021	0001300	PUBLIC UTILITY DISTRICT	21685/06222021	6/22/2021	Electric utility charges - LC	415.45	415.45
7/6/2021	0001310	QUALITY 4X4 TRUCK SUPPLY	128957	6/8/2021	Liftmoore winch motor - SQ 149	463.46	463.46
7/6/2021	0001405	LES SCHWAB TIRE CENTERS	38100440689	6/9/2021	Repair tire, lock ring, tube, -PA	223.67	223.67
7/6/2021	0001551	TACOMA SCREW PRODUCTS	140010378-00	6/17/2021	White cloth rags - PA	242.55	242.55
7/6/2021	0001573	THOMAS BUILDING CENTER	130861885	6/14/2021	Saw chain, 5/32 file pack - SQ 2	26.92	26.92
7/6/2021	0001781	WHITEHEADS AUTO PARTS INC	197494	6/9/2021	HD bearing - WE 449	2,263.73	
			198001	6/15/2021	Flange bearing - WE Stores	624.84	
			197746	6/11/2021	Pwrgrip GT 2 belt - WE 449	298.88	
			198082	6/16/2021	CB radio - WE 440	59.45	
			197881	6/14/2021	CB antenna - WE 207	49.25	3,296.15
7/6/2021	0002237	ASSOCIATED PETROLEUM, INC	347217-IN	6/16/2021	Diesel & Unleaded fuel purchas	9,815.78	9,815.78
7/6/2021	0004211	CENTURYLINK	0420753B/06162	6/16/2021	Phone services - ER&R 20-FIC	312.71	312.71
7/6/2021	0006886	SYSTEMS FOR PUBLIC SAFETY	140003	6/15/2021	500LTUBEs - PA Stores	371.74	371.74
7/6/2021	0017663	ARAMARK UNIFORM SVCS INC	512000083001	6/22/2021	Laundry services - PA	16.32	16.32
7/6/2021	0020849	U S BANK	7330-7101812	3/12/2021	Amzn/Gramercy: Disinfect. spra	43.51	43.51

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/6/2021	0022435	RACE STREET AUTO PARTS	541074	6/22/2021	Br.camshafts,shoe kit,drum,c.d	1,893.59
				540009	6/15/2021	Disc brake pads, rotors - PA Stc	594.33
				540857	6/21/2021	Br pads/rotors, t.strips-PA & Stc	332.84
				540011	6/15/2021	HC Ind V-belts - SQ 453	263.80
				540010	6/15/2021	HC Ind V-belt - SQ 453	131.90
				538805	6/7/2021	Filters, w. fluid; wiper blades- S	75.99
				539022	6/8/2021	Heater hose - SQ 317	75.62
				538752	6/7/2021	Door latch cable - SW 105	58.48
				540343	6/16/2021	Air filters - PA DP200	28.81
				539053	6/8/2021	Air/fuel/oil filters - PA Stores	28.64
				540365	6/17/2021	Oil filters - PA Stores	13.38
				538062	6/2/2021	Return: Anti static fuel hose - S	-82.60
	7/6/2021	0041488	WEX BANK DBA WRIGHT EXP4953444 - 07/21	6/6/2021	Fuel purchases - PA S338	62.67	3,414.78
	7/6/2021	0042872	PROPANE NORTHWEST	1504183286	6/14/2021	Propane delivery - LC	62.67
	7/6/2021	0043469	PETROCARD	415669-IN	6/15/2021	Greas pail/pump Spirax S4AX8	109.32
							109.32
							170.11
							170.11
					</		

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000056	ALPINE PRODUCTS INC	TM-202535	6/15/2021	MAINTENANCE SUPPLIES - S	1,543.11	1,543.11
7/6/2021	0000099	A-1 AUTO PARTS	1325966	6/2/2021	MAINTENANCE SUPPLIES - S	80.90	
			1329401	6/21/2021	MAINTENANCE SUPPLIES - S	4.11	85.01
7/6/2021	0000331	CLALLAM COUNTY AUDITOR	21-130824	7/23/2021	WARRANTY DEEDS	209.00	209.00
7/6/2021	0000352	CLALLAM COUNTY DEPT OF	602	6/1/2021	02/21~04/21 IT SUPPORT	7,624.98	7,624.98
7/6/2021	0000360	CLALLAM COUNTY ER&R	2021.164E	6/22/2021	06/21 EQUIPMENT RENT	144,416.79	144,416.79
7/6/2021	0000363	CLALLAM COUNTY SHERIFF	2021Q3TRAFFP	7/1/2021	2021 Q3 TRAFFIC POLICING	125,000.00	125,000.00
7/6/2021	0000546	EXPRESS SERVICES, INC	25575589-10101	6/15/2021	06/07/21~06/13/21 ROADS	8,054.29	8,054.29
7/6/2021	0000555	FASTENAL COMPANY	WAPOR83171	6/3/2021	MAINTENANCE SUPPLIES - P	49.84	49.84
7/6/2021	0000674	GOVCONNECTION, INC.	71443569	6/9/2021	ENGINEERING DESKTOPS	32,818.78	32,818.78
7/6/2021	0000709	HARBOR SAW & SUPPLY	659546	6/17/2021	MAINTENANCE SUPPLIES - P	39.21	
			660145	6/24/2021	MAINTENANCE SUPPLIES - P	34.33	
			659194	6/17/2021	MAINTENANCE SUPPLIES - P	22.63	96.17
7/6/2021	0001300	PUBLIC UTILITY DISTRICT	1106006-061721	6/17/2021	05/17/21~06/15/21 SCENIC VIE	148.22	
			11816	6/15/2021	05/11/21~06/10/21 OLD OLY/KI	55.20	203.42
7/6/2021	0001363	RIGBYS AUTOBODY INC	4558	6/14/2021	MAINTENANCE REPAIR - LC	3,020.49	3,020.49
7/6/2021	0001551	TACOMA SCREW PRODUCTS	140010378-1010	6/17/2021	MAINTENANCE SUPPLIES - P	928.07	
			14412564	6/9/2021	MAINTENANCE SUPPLIES - P	98.15	
			14412347-10101	6/8/2021	MAINTENANCE SUPPLIES - P	19.63	1,045.85
7/6/2021	0001586	TRAFFIC SAFETY SUPPLY CO	INV037295	4/20/2021	MAINTENANCE SUPPLIES - P	582.17	
			INV038324	5/18/2021	MAINTENANCE SUPPLIES - P	492.25	
			INV037336	4/23/2021	MAINTENANCE SUPPLIES - C	365.89	1,440.31
7/6/2021	0017663	ARAMARK UNIFORM SVCS IN	512000078349	6/15/2021	LAUNDRY SERVICE - PA	16.32	16.32
7/6/2021	0020849	U S BANK	0328-9094342	4/5/2021	CHEVRON - SQ FUEL	74.50	74.50
7/6/2021	0020937	SHOPE CONCRETE PRODUC	10011075	6/10/2021	MAINTENANCE SUPPLIES - C	1,316.37	1,316.37
7/6/2021	0022435	RACE STREET AUTO PARTS	539024	6/8/2021	MAINTENANCE SUPPLIES - S	121.81	121.81
7/6/2021	0045431	GEOFOAM AMERICA	7397	6/23/2021	CONSTRUCTION SUPPLIES -	8,827.16	8,827.16
Sub total for U S BANK:							335,964.20

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000360	CLALLAM COUNTY ER&R	2021.165E	6/22/2021	06/21 EQUIPMENT RENT	31.42	31.42
7/6/2021	0000361	CLALLAM COUNTY ROAD DEF	2021.036R	6/21/2021	05/16/21~06/15/21 EMPLOYEE	654.48	654.48
7/6/2021	0000361	CLALLAM COUNTY ROAD DEF	2021.037R	6/21/2021	05/16/21~06/15/21 EMPLOYEE	22.33	22.33
7/6/2021	0000546	EXPRESS SERVICES, INC	25575589	6/15/2021	06/17/21~06/13/21 SOLID WAS	700.50	700.50
7/6/2021	0029528	ADVANCED ANALYTICAL SOLI	29306	6/2/2021	MAINTENANCE SUPPLIES - V	73.00	73.00
7/6/2021	0000074	AM TEST, INC.	121900	6/15/2021	TESTING SERVICES - WWTP	180.00	
			121901	6/15/2021	TESTING SERVICES - WWTP	180.00	
			121948	6/16/2021	TESTING SERVICES - WWTP	180.00	540.00
7/6/2021	0000331	CLALLAM COUNTY AUDITOR	21-130755	6/22/2021	1253 LIEN SATISFACTION	39.00	39.00
7/6/2021	0000360	CLALLAM COUNTY ER&R	2021.166E	6/22/2021	06/21 EQUIPMENT RENT	756.42	756.42
7/6/2021	0000361	CLALLAM COUNTY ROAD DEF	2021.038R	6/21/2021	05/16/21~06/15/21 EMPLOYEE	795.86	795.86
7/6/2021	0024311	DC BACKFLOW SERVICE	11006	6/7/2021	BACKFLOW TEST & REPORT	284.18	284.18
7/6/2021	0045452	WILSON ENGINEERING LLC	16165	5/24/2021	TASK 5 TREATMENT PLANT E	3,229.39	3,229.39
7/6/2021	0004211	CENTURYLINK	4574719-061421	6/14/2021	360-457-4719 856B	77.20	77.20
7/6/2021	0000360	CLALLAM COUNTY ER&R	2021.167E	7/22/2021	06/21 EQUIPMENT RENT	96.25	96.25
7/6/2021	0000546	EXPRESS SERVICES, INC	25575589-43401	6/15/2021	06/07/21~06/13/21 BBWA	287.72	287.72
Sub total for U S BANK:							7,587.75

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000091	ANGELES MILLWORKS & LUM	290620	6/17/2021	800' SHAPED LINE	31.54	31.54
7/6/2021	0000360	CLALLAM COUNTY ER&R	2021.160E	6/16/2021	MILEAGE	39,798.45	
			2021.171E	6/22/2021	RENTAL OF CHAIN GANG VEI	3,800.00	43,598.45
7/6/2021	0000628	GALLS LLC	018507913	6/3/2021	UNIFORM - WENZL	152.31	
			018541994	6/8/2021	UNIFORM - MCCANN	150.03	302.34
7/6/2021	0001300	PUBLIC UTILITY DISTRICT	88052-Jun21	6/14/2021	UTILITIES - KITFOX LN	47.02	47.02
7/6/2021	0001543	SWANSONS SERVICES CORP	1457457	6/10/2021	INDIGENT PACKS	27.00	27.00
7/6/2021	0001641	VERIZON WIRELESS	9882042292	6/15/2021	CELL PHONE SERVICE	3,715.55	3,715.55
7/6/2021	0001650	VIKING SEW & VAC	641731	6/18/2021	UNIFORM - HNAT	34.82	34.82
7/6/2021	0001662	WALKENHORST	4451581	6/21/2021	VIDEO CABLES	150.50	150.50
7/6/2021	0004211	CENTURYLINK	206-T01-0387-Ju	6/16/2021	DATA CONNECTION 6/16/21	215.37	
			360-457-9044-Ju	6/14/2021	TELEPHONE SERVICE 6/14/	66.85	
			360-457-2911-Ju	6/14/2021	TELEPHONE SERVICE 6/14/	64.48	
			206Z14-0050-Ju	6/14/2021	TELEPHONE SERVICE 6/14/	64.12	410.82
7/6/2021	0019100	PLUMLEY, WILLIAM L	674198	6/12/2021	INTERPRETER FEES	90.00	90.00
7/6/2021	0032459	MARLETT, RONALD	061421	6/14/2021	TRAVEL - POULSBO	318.76	318.76
7/6/2021	0037042	OFFICE DEPOT	174460518001	6/15/2021	OFFICE SUPPLIES	49.91	
			174464959001	6/14/2021	OFFICE SUPPLIES	39.14	89.05
7/6/2021	0037247	HAIR BY NICOLE	062221	6/22/2021	INMATE HAIRCUTS	255.00	255.00
7/6/2021	0037250	CALIBRE PRESS	38157	6/24/2021	REGISTRATION - FINDING TH	359.00	359.00
7/6/2021	0041407	911 SUPPLY INC	INV-2-11325	6/21/2021	UNIFORM - PENCE	197.97	
			INV-2-11326	6/21/2021	UNIFORM - BERNSTEN	197.97	
			INV-2-11323	6/21/2021	UNIFORM - WESSEL	147.30	
			INV-2-11327	6/21/2021	UNIFORM - NEWHOUSE	129.45	
			INV-2-11324	6/21/2021	UNIFORM - RAEMER	129.45	802.14
7/6/2021	0041605	HOME DEPOT PRO	622067965	6/9/2021	JAIL & KITCHEN SUPPLIES	1,015.51	
			622614485	6/11/2021	JAIL SUPPLIES	324.47	
			623182086	6/15/2021	JAIL SUPPLIES	139.21	1,479.19
Sub total for U S BANK:							51,711.18

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Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0001136	OLYMPIC MEDICAL CENTER	OMC 6.24.2021	6/24/2021	INMATE MEDICAL	1,018.55	1,018.55
7/6/2021	0004826	OLYMPIC MEDICAL PHYSICIAN	OMP 6.24.2021	6/24/2021	INMATE MEDICAL	24.80	
			OMP 6.24.21	6/24/2021	INMATE MEDICAL	24.80	
			OMPH 6.24.21	6/24/2021	INMATE MEDICAL	24.80	74.40
7/6/2021	0025115	RADIA INC PS	Z80s3F5	6/3/2021	INMATE MEDICAL	24.60	24.60
Sub total for U S BANK:							1,117.55

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06/30/2021 9:47:11AM

Final Check List
CLALLAM COUNTY

Superior Court

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0001032	MULLINS, MARK D	MUL1712413	6/19/2021	21-4-00079-05, IN RE ANDERS	2,558.23	
			MUL1712414	6/19/2021	21-4-00079-05, IN RE ANDERS	136.40	2,694.63
7/6/2021	0020949	ABUAN, ALBERT A, ATTORNE	ABU1712412	6/19/2021	21-4-00110-05, IN RE CUNNIN	712.15	712.15
7/6/2021	0021920	WILLIAMS, GARY	WIL1712418	6/19/2021	20-2-00671-05, VANDUSEN V.	250.00	250.00
7/6/2021	0041012	AP PSYCHOLOGY SERVICES	PAT1712417	6/19/2021	20-1-00417-05, ST. V. POWLE	2,420.00	
			PAT1712415	6/19/2021	18-1-00385-05, ST. V. WHITE,	1,425.00	
			PAT1712416	6/19/2021	21-1-00069-05, ST. V. LADD, E	990.00	4,835.00
Sub total for U S BANK:							8,491.78

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/6/2021	0000331	CLALLAM COUNTY AUDITOR	21-130501	6/23/2021	DFL REMOVAL RECORDING 2	104.50	
			21-130693	6/23/2021	CURRENT USE REMOVAL RE	104.50	209.00
7/6/2021	0040381	ACI PAYMENTS INC	1000048746	6/23/2021	ONLINE PAYMENT RETURN F	52.00	52.00
Sub total for U S BANK:							261.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/1/2021	0020849	U S BANK				
			BR4125 6/24/21	6/24/2021	FOOD	150.00	
			LT4801 6/24/21 \	6/24/2021	FOOD	150.00	
			MC2576 6/24/21	6/24/2021	FUEL	150.00	
			MD5127 6/24/21	6/24/2021	FOOD	150.00	
			MD6930 6/24/21	6/24/2021	FOOD	150.00	
			PD1598 6/24/21	6/24/2021	FOOD	150.00	
			WS7621 6/24/21	6/24/2021	FOOD	150.00	
			FJ0239 6/24/21 :	6/24/2021	FUEL	75.00	
			FJ0239 6/24/21 \	6/24/2021	FOOD	75.00	1,200.00
6/24/2021	0001113	OFFICE DEPOT, INC	OFFICE DEP 6/2	6/24/2021	OFFICE SUPPLIES	59.27	59.27
6/24/2021	0001252	PORT ANGELES, CITY OF	SE2067 6/24/21	6/24/2021	UTILITIES	220.53	220.53
Sub total for U S BANK:							1,479.80

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06/30/2021 10:06:19AM

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	
	7/6/2021	0000360	CLALLAM COUNTY ER&R	2021.169E	7/1/2021	JUNE2021 RENTAL OF VEHIC	405.00	405.00
Sub total for U S BANK:							405.00	



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of June 28 – July 2, 2021

16
7/6/21

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, June 28, 2021. Present were Commissioners Ozias, Johnson and Peach, and Administrator Sill.

Items of discussion per the agenda published June 24 were:

- Calendar/Correspondence
- Briefing and notice of hearing to be held Tuesday, July 20, 2021 at 10:30 a.m. regarding Clallam County Code, Chapter 5.100 Consolidated Fee Schedule – Auditor's Office Service Fee Schedule 510-A
- Veterans Center update
- Discussion regarding memorandum of understanding with Kitsap County Incident Response Team
- Discussion regarding analysis and recommendations for workflow pertaining to GIS Services
- Update on the on Design for the Dungeness Off-channel Reservoir Project
- Agreement amendment 8 with Shannon & Wilson, Inc. for the Dungeness River Floodplain Restoration
- Agreement with Department of Ecology to terminate an existing agreement for the Lower Dungeness Floodplain Restoration Project and replace with new grant OTGP-2021-CICoCD-00066
- Agreement with Department of Ecology for the Lower Dungeness Floodplain Restoration Project Grant OTGP-2021-CICoCD-00066
- Resolution authorizing action on Current Use Assessment (CUA) applications pursuant to Clallam County Code Chapter 27.08, Open Space
- Update on Stormwater Ordinance
- Resolution appointing Don Wenzl to the Behavioral Health Program Fund Advisory Board
- Resolution appointing Paula Hunt to the Heritage Advisory Board
- Resolution appointing Robert Knapp and Christia Skerbeck to the Conservation Futures Program Advisory Board

Meeting adjourned at 12:03 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, June 29, 2021. Also present were Commissioners Johnson and Peach and Administrator Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

PUBLIC COMMENT

- Judy Larson, Sequim, commented on firework restrictions.

CONSENT AGENDA

- 1a Approval of vouchers for the week of June 21
- 1b Approval of payroll for the period ending June 15
- 1c Approval of minutes for the week of June 21
- 1d Proclamation recognizing the week of June 20 as Korean War Remembrance Week

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

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 28 – July 2, 2021
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REPORTS AND PRESENTATIONS

- CRJ read the Proclamation recognizing the week of June 20 as Korean War Remembrance Week
- CMO recognized Sherry Stout for 7 years of service to Clallam County
 - Sheriff Bill Benedict, thanked Stout for her service to the Sheriff's Office.
- CBP commented on firework restrictions, American Rescue Plan Act funds and small water systems.
- CRJ commented on American Rescue Plan Act funds, dream playground and Port Angeles Chamber of Commerce meetings.
- CMO commented on the American Rescue Plan Act funds, fireworks restrictions and Dungeness River Audubon Center.

HEARING(S)

H1 Consideration of resolution adopting the following Debatable Emergencies:

Non Departmental

- Additional funding for professional services for coordination services for the County Wide Broadband Expansion Project/\$3,600
- Additional funding for contract with CBG Communication for professional services for review and evaluation for the County Wide Broadband Expansion Project/\$7,500
- Additional funding for the new Districting Commission contract/\$5,000

Non Departmental – Hotel/Motel Tax

- Additional funding for approved Hotel/Motel Tax Fund applications/\$107,142
- Additional funding for approved Hotel/Motel Fund "Keep the Lights on COVID" applications/\$107,842

BOCC Operations – Additional funding for salary and benefits for additional hours of BOCC Analysis positions to be reimbursed by the American Rescue Plan/\$33,828

District Court II – Additional funding for salary and benefits for appointment of new Judge and Clerk position reclassification; additional overtime for cleaning and sanitation due to COVID 19/\$22,573

Parks and Facilities – REET – Transfer of funding to the Clallam Bay/Seki Sewer (1of2)/\$48,000

Parks and Facilities - Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in May, 2021 expected to be reimbursed through FEMA/\$12,532

Public Works – Clallam Bay/Seki Sewer

- Repayment of funds used to provide bridge working capital (1of2)/\$298,000
- Transfer of funds to provide bridge working capital (2of2)/\$298,000
- Transfer of funding from Parks and Facilities REET 1 to Clallam Bay/Seki Sewer (2of2)/\$48,000

Public Works – Clallam Bay/Seki Sewer Cap Replace

- Repayment of funds used to provide bridge working capital (2of2)/\$298,000
- Transfer of funds to provide bridge working capital (1of2)/\$298,000
- ARS read the agenda item summary into the record.

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

- CMO noted no one signed up to speak

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

CONTRACTS AND AGREEMENTS

2a Agreement with Washington State Department of Transportation for Sequim Dungeness Way and Woodcock Road Intersection Project

ACTION TAKEN: CRJm to approve, CBPs, mc

2b Agreement with Washington State Department of Transportation for Olympic Discovery Trail from the Forks Calawah River Park to the Sitkum-Sol Duc Road (aka A Road)

ACTION TAKEN: CRJm to approve, CBPs, mc

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2c Agreement amendment 8 with Shannon & Wilson, Inc. for the Dungeness River Floodplain Restoration

ACTION TAKEN: CRJm to approve, CBPs, mc

2d Agreement with The Answer for Youth (TAFY) for Homeless Task Force Funds/\$78,952

ACTION TAKEN: CRJm to approve, CBPs, mc

2e Agreement with The Answer for Youth (TAFY) for Homeless Task Force Funds/\$25,850

ACTION TAKEN: CRJm to approve, CBPs, mc

2f Agreement with The Answer for Youth (TAFY) for Affordable Housing Funds/\$11,410

ACTION TAKEN: CRJm to approve, CBPs, mc

2g Agreement with North Olympic Regional Veteran's Housing Network for Homeless Task Force Funds/\$81,618

ACTION TAKEN: CRJm to approve, CBPs, mc

2h Agreement with North Olympic Regional Veteran's Housing Network for Affordable Housing Funds/\$42,000

ACTION TAKEN: CRJm to approve, CBPs, mc

2i Agreement with Serenity House of Clallam County for Homeless Task Force Funds/\$549,120

ACTION TAKEN: CRJm to approve, CBPs, mc

2j Agreement with Serenity House of Clallam County for Homeless Task Force Funds/\$84,000

ACTION TAKEN: CRJm to approve, CBPs, mc

2k Agreement with Healthy Families of Clallam County for Homeless Task Force Funds/\$125,307

ACTION TAKEN: CRJm to approve, CBPs, mc

2l Agreement with Healthy Families of Clallam County for Affordable Housing Funds/\$71,214

ACTION TAKEN: CRJm to approve, CBPs, mc

2m Agreement with Boys and Girls Clubs of the Olympic Peninsula for Homeless Task Force Funds/\$82,530

ACTION TAKEN: CRJm to approve, CBPs, mc

2n Agreement with Olympic Community Action Program (OlyCAP) for Homeless Task Force Funds/\$26,000

ACTION TAKEN: CRJm to approve, CBPs, mc

2o Agreement with Habitat for Humanity of Clallam County for Affordable Housing Funds/\$25,000

ACTION TAKEN: CRJm to approve, CBPs, mc

2p Agreement with Forks Abuse Program DBA Mariposa House for Homeless Task Force Funds/\$75,828.10

ACTION TAKEN: CRJm to approve, CBPs, mc

2q Agreement with Concerned Citizens for Homeless Task Force Funds/\$90,000

ACTION TAKEN: CRJm to approve, CBPs, mc

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BUDGET

3a Notice of hearing to be held Tuesday, July 20, 2021 at 10:30 a.m. for the Mid-year 2021 Budget Review

ACTION TAKEN: CRJm to issue, CBPs, mc

3b Resolution adopting the following Supplemental Appropriations:

Non Departmental – American Rescue Plan Act – Additional stimulus funding from the US Department of Treasury – American Rescue Plan Act to be obligated through December 31, 2024/\$7,500,000

Health and Human Services Environmental Health – Funding for laboratory testing and monitoring of community beaches/\$6,500

ACTION TAKEN: CRJm to adopt, CBPs, mc

Meeting concluded at 10:59 a.m. and continued to an executive session at 1 p.m. to discuss PURDUE PHARMA L.P., et al – US Bankruptcy Court, SDNY Case No. 19-23649 (RDD).

EXECUTIVE SESSION

The Board convened in open session at 1:02 p.m. to discuss PURDUE PHARMA L.P., et al – US Bankruptcy Court, SDNY Case No. 19-23649 (RDD). Present were Commissioners Ozias, Johnson and Peach, Human Resources Director/Administrator Sill, Deputy Human Resources Director/Administrator Reyes, Chief Civil Deputy Prosecuting Attorney Stanley, Attorney Christopher Graver – Keller Rohrback.

Purdue has proposed a Plan of Reorganization that has been sent to Clallam County, along with Purdue's hundreds of thousands of other creditors, for voting. The deadline for voting is **July 14, 2021**. This executive session is being held to discuss whether or not Clallam County will vote to support the proposed plan.

This executive session is being called pursuant to RCW 42.30.110(i) which allows executive sessions to be held "to discuss with legal counsel representing the agency litigation ... to which the agency, the governing body, or a member acting in an official capacity is... a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency."

ACTION TAKEN: CRJm to recess to executive session for 30 minutes, CBPs, mc

Board convened in open session at 1:34 p.m. and CMO noted the executive session is extended for 10 minutes.

Board convened in open session at 1:44 p.m. and CMO noted no action will be taken.

CMO noted the settlement with Purdue Pharma will be addressed at the July 12 Work Session and action will be taken at the July 13 Regular Meeting.

Meeting concluded at 1:46 p.m. and continued to 9 a.m., Tuesday, July 6, 2021.

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 28 – July 2, 2021
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There are no Zoom chat logs for the week of June 28.

The Board of Commissioners attended WSAC Virtual Assembly – COVID 19 update during the week of June 28.

PASSED AND ADOPTED this sixth day of July 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

KEY TO ABBREVIATIONS:

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

m moved
mc motion carried
s seconded

DRAFT



AGENDA ITEM SUMMARY

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

29
7/6/21

Department: DCD

WORK SESSION ☒ Meeting Date: 6-28-21 6-14-2021

REGULAR AGENDA ☒ Meeting Date: 6-22-2021 7-6-21

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.16.002-5 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This agreement terminates an existing contract for the Lower Dungeness Floodplain Restoration project. A new agreement has been developed to reflect the ongoing project's task and budget. Ecology is migrating its grants to their online EAGL system, hence the new agreement, DOE grant DTGP-2021-CICoCD-00066.

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 action required.**

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

County Official signature & print name: _____

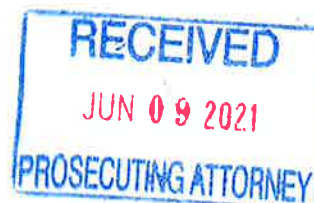
Mary Elise Wilkins

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD

Date submitted: 6-9-2021

6-23-21



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

Agenda Item Summary retire legacy.docx
Revised: 3-04-2019



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 5 to GRANT NO. G1600011 (legacy)

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY

PROJECT

TITLE: Implementation of the Multi-Objective Lower Dungeness River Floodplain Enhancements

PURPOSE: To amend the Agreement between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Clallam County, hereinafter referred to as "RECIPIENT," for the Implementation of the Multi-Objective Lower Dungeness River Floodplain Enhancements project.

WHEREAS: Due to COVID-19 related delays affecting the construction window and refinement of the construction plan, the Implementation of the Multi-Objective Lower Dungeness River Floodplain Enhancement project is not yet complete and a time extension is necessary.

However, the legacy grant expiration date will not be extended. Instead, the remaining grant project work will be entered into Ecology's Administration of Grants and Loans (EAGL) online system.

Because the grant will be transferred into EAGL, this Amendment No. 5 closes the legacy grant after the final legacy Payment Request no. 10.

The remaining grant budget, tasks, and deliverables not yet completed, under the legacy grant, will be transferred into the new EAGL grant agreement. Therefore, extending the project expiration date to June 30, 2023.

WHEREAS: The original grant agreement required the RECIPIENT to provide a twenty percent match requirement in the amount of \$2,375,250.00 towards the grant project. However, per the 2017-19 Funding Guidelines (Publication no. 15-06-019; 15-17 Funding Guidelines were absorbed into these guidelines) the RECIPIENT meets the waiver for the match requirement, as an economically disadvantaged County.

Therefore, Amendment No. 5 reduces the RECIPIENT match requirement from twenty percent to zero percent, and reduces the amount of RECIPIENT match required from \$2,375,250.00 to \$0.00. This amendment should be sufficient documentation for the RECIPIENT to be able to claim and use match for their

other grants, as they deem necessary, and are given authorization to do so under the funding opportunities funding guidelines.

THEREFORE, IT IS MUTUALLY AGREED the grant is amended as follows:

- 1) The legacy grant agreement expiration date is changed from June 30, 2021 to March 31, 2021.

- a. The RECIPIENT has submitted Payment Request no. 10. This is the last and final payment request for work completed by March 31, 2021. As a result, the Total Eligible Cost for this grant agreement is \$2,386,867.54.

Ecology State Share:	\$ 9,501,000.00
Recipient Match Share:	<u>\$ 2,375,250.00</u>
Total Eligible Cost:	\$11,876,250.00
Recipient Match:	\$(2,375,250.00) Reduction-meets match waiver.
Reduction to project:	<u>\$(7,114,132.46)</u> Budget shift to new EAGL grant agreement
Revised Total Eligible Cost:	\$ 2,386,867.54 Spent-To-Date, as of March 31, 2021.

- b. The new EAGL grant agreement no. is OTGP-2021-CICoCD-00066. The effective start date is April 1, 2021. The total project budget for this grant agreement is \$7,114,132.46.

Ecology State Share:	\$7,114,132.46
Recipient Match Share:	<u>\$ 0.00 meets match waiver</u>
Total Eligible Cost:	\$ 7,114,132.46

- c. The RECIPIENT may submit EAGL Payment Requests/Progress Reports (PRPRs) that show work completed on or after April 1, 2021 to be eligible for reimbursement under grant no. OTGP-2021-CICoCD-00066.

- 2) The RECIPIENT completed and submitted the following deliverables under legacy agreement G1600011:

- Quarterly progress reports during the grant's period of performance.
- Environmental permitting and compliance including the completion and obtainment of the following authorizations:
 - State Environmental Policy Act
 - National Environmental Policy Act
 - Section 401 of the Clean Water Act
 - Section 404 of the Clean Water Act
 - Section 408 of the Clean Water Act
 - Hydraulic Project Approval
 - Section 106 of the National Historic Preservation Act
 - Section 7 of the Endangered Species Act
 - Aquatics Land Conservation License
 - National Pollutant Discharge Elimination System
- Interim vegetation maintenance and planting plan.
- Yearly vegetation maintenance reports throughout the grant's period of performance.

- 95% design of the Lower Dungeness River Floodplain Restoration Project.
- 3) The RECIPIENT has not yet completed or submitted the following deliverables. These incomplete tasks and deliverables will be transferred and completed under EAGL grant no. OTGP-2021-CICoCD-00066:
- Copies of all final engineering designs for new setback levee, engineered log jams, side channel construction and reconfiguration of Towne Rd., signed and sealed by an engineer licensed in the state of Washington.
 - As-built drawings of new setback levee, engineered log jams, side channel construction and reconfiguration of Towne Road.
 - Before/after photos of all phases of the project's construction elements.
 - Final planting/monitoring plan with before/after photos of riparian planting areas.
 - Project completion report.
- 4) The project's budget summary is as follows and further defined in **Appendix 1-Budget Matrix** of this amendment.

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

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This Amendment is effective on April 1, 2021.

IN WITNESS WHEREOF, the parties below, having read this Amendment in its entirety, including any attachments, do agree in each and every particular as indicated by their signature below.

State of Washington
Department of Ecology

Clallam County
Community Development

By:

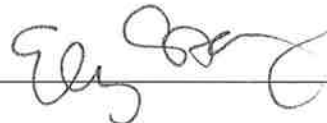
By:

Joenne McGerr, Program Manager / Date
Shorelands and Environmental
Assistance Program

Mark Ozias, Commissioner / Date

Approved as to form only.
Assistant Attorney General

Approved as to form only by:



Civil Deputy Prosecuting Attorney,
Clallam County

State of Washington Department of Ecology
Grant No. G1600011, Amendment 5 – Close Out
Clallam County

Appendix 1: Budget Matrix G1600011

Task Description	15-17 Original Budget			19-21 Biennium Actual Expenditures			to Date and Amd 5 Reduction to Close			Amd 5 Revised Total Project Budget and closes grant			
	Ecology Share Original 15-17 Biennium Revised Budget	Recipient Match 16-17 Biennium Revised Budget	Total Project Cost	19-21 Biennium Actual Expenditures To-Date (As of Pmt 10)	19-21 Biennium Match Provided To-Date (As of Pmt 10)	Total Project Cost To-Date (As of Pmt 109)	Amd 5 19-21 Biennium Budget Shift Reduction	Amd 5 19-21 Match Reduction	Amd 5 Total Project Cost Reduction	19-21 Revised Budget	19-21 Match Provided Revised Budget	19-21 Match Reduction RECIPIENT can use Match for other grants that require match	Total Project Cost
1. Project Oversight	\$ 1,475,720.00	\$ 388,930.00	\$ 1,844,650.00	\$ 154,499.47	\$ 86,619.26	\$ 241,118.73	\$ (1,321,220.53)	\$ (388,930.00)	\$ (1,890,150.53)	\$ 154,499.47	\$ 86,619.26	\$ (86,619.26)	\$ 154,499.47
2. Levee	\$ 5,984,160.00	\$ 1,491,040.00	\$ 7,455,200.00	\$ 174,082.92	\$ 873,344.90	\$ 1,047,427.82	\$ (5,790,077.08)	\$ (1,491,040.00)	\$ (7,281,117.08)	\$ 174,082.92	\$ 873,344.90	\$ (873,344.90)	\$ 174,082.92
3. Road	\$ 960,000.00	\$ 240,000.00	\$ 1,200,000.00	\$ 1,631,768.59	\$ 240,000.00	\$ 1,871,768.59	\$ 871,768.59	\$ (240,000.00)	\$ 431,768.59	\$ 1,631,768.59	\$ 240,000.00	\$ (240,000.00)	\$ 1,631,768.59
4. Log Jams	\$ 433,600.00	\$ 108,400.00	\$ 542,000.00	\$ 209,189.09	\$ -	\$ 209,189.09	\$ (224,410.91)	\$ (108,400.00)	\$ (332,810.91)	\$ 209,189.09	\$ -	\$ -	\$ 209,189.09
5. Side Channel Construction	\$ 433,600.00	\$ 108,400.00	\$ 542,000.00	\$ 789.88	\$ -	\$ 789.88	\$ (432,810.12)	\$ (108,400.00)	\$ (541,210.12)	\$ 789.88	\$ -	\$ -	\$ 789.88
6. Planting	\$ 233,920.00	\$ 58,480.00	\$ 292,400.00	\$ 216,537.59	\$ -	\$ 216,537.59	\$ (17,382.41)	\$ (58,480.00)	\$ (75,862.41)	\$ 216,537.59	\$ -	\$ -	\$ 216,537.59
Total	\$ 9,501,000.00	\$ 2,376,260.00	\$ 11,876,260.00	\$ 2,386,867.54	\$ 1,199,964.16	\$ 3,586,831.70	\$ (7,114,132.46)	\$ (2,376,260.00)	\$ (9,489,382.46)	\$ 2,386,867.54	\$ 1,199,964.16	\$ (1,199,964.16)	\$ 2,386,867.54



DEPARTMENT OF
ECOLOGY
State of Washington

*Original
agreement*

Ecology Grant Agreement No. G1600011

between the

State of Washington Department of Ecology and *Replaced by*
CLALLAM COUNTY *OTGP-2021 - CICOCD-00066*

**Project: Implementation of the Multi-Objective Lower Dungeness River
Floodplain Enhancements**

THIS is a binding agreement entered into by and between the state of Washington, Department of ECOLOGY, (PO Box 47600, Olympia, Washington, 98504-7600) hereinafter referred to as "ECOLOGY" and Clallam County, hereinafter referred to as the "RECIPIENT" to carry out the activities described herein.

RECIPIENT Name: **Clallam County**
Department of Community Development
223 East Fourth Street, Suite 5
Port Angeles, WA 98362-3000

RECIPIENT Project Manager: **Cathy Lear**
Telephone Number: 360-417-2361
e-mail address: clear@co.clallam.wa.us

Fiscal Contact for RECIPIENT: **Lori Kennedy**
Telephone: 360-417-2354
e-mail address: lkennedy@co.clallam.wa.us

Payee on Warrant: **Clallam County**
Address as above

Project Manager for ECOLOGY: **Adam Sant**
SEA Program
WA State Department of Ecology
PO Box 47600
Olympia, WA 98504-7600
Phone (360) 407-7675
e-mail: Adam.Sant@ecy.wa.gov

The source of STATE funding provided by the DEPARTMENT are authorized by the 2015 Washington State Legislature, §3064 of the Capital Budget, for the Floodplains by Design (FbD) Competitive Grant Round.

Total State Share at 80% UP TO:	\$9,501,000
Local Match at 20%:	<u>\$2,375,250</u>
Total Eligible Agreement Cost:	<u>\$11,876,250</u>

Maximum State Competitive Funding: 80% UP TO \$9,501,000

The start date of this agreement is March 15, 2016; the end date is December 31, 2017

Scope of Work

Project: Implementation of the Multi-Objective Lower Dungeness River Floodplain Enhancements

Description: The Recipient will take the next step in realizing the comprehensive restoration of the Lower Dungeness River by implementing levee setback plans created through a large planning coalition effort over the past decade with final levee setback design generated in the 2013-15 Floodplains by Design grant.

Implementation will consist of setting back the Army Corps of Engineers' east bank levee of the river from RM 0.8 to 1.7 ("Middle Corps Planning Unit"); deconstructing the existing levee; reconfiguring Towne Road, building engineered log jams; building habitat features such as side channels to reconnect the floodplain to a portion of the river; and providing passive recreation opportunities along the new setback levee. 0.8 miles of mainstem channel will be reconnected with 112 acres of its floodplain on the east bank, as well as reconnecting side channels for salmon spawning and rearing of ESA-listed Puget Sound Chinook and other salmon species.

The expanded floodplain will reduce peak water velocities, flood energy, flood risk to the Town of Dungeness and improve flood storage; improve river sinuosity, and increase the volume of woody debris recruitment. Pools, riffles, boulders, logjams, side channels, wetlands and other habitat features will be reconnected with the river providing improved fish, shellfish and wildlife habitat conditions.

Working in partnership with the Jamestown S'Klallam Tribe, the Recipient will update and implement the vegetation management plan for further planting and to steward the young floodplain forest previously planted.

Project Location: Lower Dungeness River: Mile 1.0 – 1.8
Latitude 48N; Longitude 123W
Section 36, 44; Township 31; Range 04

Task 1: Project Oversight

- a. The RECIPIENT will provide **Project Coordination** to ensure effective communication on this project with all interested parties including the DEPARTMENT, all affected local, state, federal agencies, tribal nations, local land owners, and other applicable stakeholders. In addition, the RECIPIENT should consult with all other appropriate entities that may have useful scientific, technical, or cultural information that will augment this project. Coordination

issues include, but are not limited to, flood plain management, habitat and fish protection and restoration, public access and recreation, cultural and archaeological resources, etc.

- b. The RECIPIENT is responsible for conducting **Project Management** activities to include project scheduling, assuring quality control, adherence to the scope of work, time lines, and due dates; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and as applicable compliance with deed restrictions on acquisitions as well as conducting the competitive procurement process including preparation of grant bidding documents, advertisement; award of grants and grant monitoring.
- c. The RECIPIENT will provide **Project Administration** including submittal of quarterly progress reports and reimbursement requests with corresponding supporting documentation; maintenance of project records, submittal and compliance of deliverables on established due dates.
- d. The RECIPIENT will provide **Engineering Oversight** for levee removal, construction of the new levee setback; design, construction and placement of engineered log jams. Engineering plans will define specific log jam functions and will specify type and size of wood stems to be harvested and placed.
- e. The RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to **archaeological or cultural resources** in accordance with RCW 27.53.
- f. **Permits:** The RECIPIENT will secure all required permits necessary for project implementation. Permits include but are not limited to:

Permit	Issuing Agency	Effective WORK Dates	
		Start	End
SEPA / NEPA	County	3/2016	6/2017
Army Corp 404	US -COE	3/2016	6/2017
Hydraulic Project Approval (HPA)	WDFW	3/2016	6/2017
Section 106 Cultural Resources	US-COE	3/2016	6/2017
Federal Consistency / 401	WS Ecology	3/2016	6/2017
Biological Assessment	FEMA	3/2016	6/2017
Shoreline	County	3/2016	6/2017
ESA Compliance	NOAA / USFWS	3/2016	6/2017

Deliverables: 1) Updates in Quarterly Progress Reports for each year the grant is in effect based on the state's fiscal year:

Progress Report	Reporting Period	Date Due
First Quarter	July 1 – September 30	October 30
Second Quarter	October 1 – December 31	January 30
Third Quarter	January 1 – March 31	April 30
Fourth Quarter	April 1 – June 30	July 30

- 2) Copies of all required permits: **Due** prior to deconstruction / construction / placement of Engineered Log Jams.
- 3) Copies of engineering plans and specifications; **due** prior to project implementation.
- 4) Should there be findings of archaeological or cultural resources, documentation and photographs of findings will be submitted – **due**: on finding.
- 5) Digital photographic documentation of the project before, during and after de-construction / construction / placement of engineered log jams in sufficient quantity to effectively illustrate important phases of project progress. Each image will be labeled as to location and what features it represents. Updates in progress reports **due** quarterly.

Estimated Cost to ECOLOGY: \$ 1,475,720
Estimated Cost to RECIPIENT: \$ 368,930
Total Task Cost: \$ 1,844,650

Task 2: Levee Work

- a. **Existing Levee Demolition:** The Recipient will remove approximately 4500 feet of existing levee down to the elevation defined in the approved 100% design plans and specs. Leaving this "foundation" will allow the river to spread out through this river section, yet lower its velocity in higher flows and slow bed movement.
- b. **Setback Levee Construction:** The Recipient will build 0.9 mile of setback levee in accordance with approved 100% design plans and specifications.

Deliverables: a. As-built drawings of new setback levee – **Due-** December 31, 2017;

- b. Final project summary report, signed by the Project Engineer declaring that the project was, to the best of his/her knowledge, constructed and completed in accordance with generally accepted engineering / construction practice.
- c. Digital photographic documentation of the project before, during and after construction in sufficient quantity to effectively illustrate important phases of de-construction, levee construction and project progress. Each image will be labeled as to location and what features it represents. **Due** Updates in progress reports **due** quarterly.

Estimated Cost to ECOLOGY: \$ 5,964,160
Estimated Cost to RECIPIENT: \$ 1,491,040
Total Cost: \$ 7,455,200

Task 3: Reconfiguration of Towne Road

- a. The Recipient will develop plans and specifications in accordance with State and County road requirements to reconstruct and reconfigure Town Road to comply with new setback levee work. Apply for an obtain permits.
- b. The Recipient will construct / reconfigure Towne Road to accommodate floodplain function and community needs in accordance with approved plans and specifications.

- Deliverables:**
- 1. Engineered plans and specifications – **Due-** December 31, 2016
 - 2. Site map illustrating reconfiguration of Towne Road- – **Due-** June 30, 2017
 - 3. Final project summary report, signed by the Project Engineer declaring that the project was, to the best of his/her knowledge, constructed and completed in accordance with generally accepted engineering / construction practice.
 - 4. Digital photographic documentation of the project before, during and after construction in sufficient quantity to effectively illustrate important phases of construction, de-construction and project progress. Each image will be labeled as to location and what features it represents. **Due-** December 31, 2017.

Estimated Cost to ECOLOGY: \$ 960,000
Estimated Cost to RECIPIENT: \$ 240,000
Total Cost: \$ 1,200,000

Task 4: Engineered Log Jams

To further reduce water velocity and create fish habitat, the Recipient will install engineered log jams (ELJ) in quantities and locations as specified in engineered plans and specifications.

- Deliverables:**
- a. Engineered plans and specifications – Due- June 30, 2017;
 - b. Site map illustrating ELJ placement locations – Due June 30, 2017
 - c. Digital photographic documentation of the project before, during and after construction in sufficient quantity to effectively illustrate important phases of construction, de-construction and project progress. Each image will be labeled as to location and what features it represents. Due December 31, 2017
 - d. Updates in progress reports due quarterly

Estimated Cost to ECOLOGY:	\$ 433,600
Estimated Cost to RECIPIENT:	<u>\$ 108,400</u>
Total Cost:	\$ 542,000

Task 5: Side Channel Construction:

The RECIPIENT will construct major side channels to the Dungeness River in accordance with the approved 100% design plans and specifications.

When connecting to the Dungeness River main stem, the RECIPIENT will observe all necessary fish conservation measures to protect fish populations to include but are not limited to:

- a. Pre-project team meetings will occur to determine the best way to minimize impacts;
- b. Project limits will be clearly staked in the field;
- c. Access routes will minimize environmental impacts to the greatest practicable extent;
- d. Qualified biology staff will be present during habitat and in-water work;
- e. Fish removal and relocation as necessary, will abide by the 2008 USACE and NOAA-NMFS *Approved Fish Capture Protocols*, and required notifications;
- f. In-water work will be limited to the greatest practicable extent;
- g. Turbidity monitoring, as necessary;
- h. Equipment used will minimize exposure of the drive mechanisms (i.e. tracks) to streams and wetlands and shall be free of external petroleum-based products and accumulated soil. Equipment shall be checked daily for leaks. All heavy equipment will carry spill prevention kits;

- i. Replacement of hydraulic fluid with biodegradable fluid in heavy equipment;
- j. Straw or mulching will be placed over erodible soils, and erosion control will be maintained in accordance with accepted fish conservation measures;
- k. All construction activities shall be consistent with TESC and SWPP Plans;
- l. To minimize construction impacts to fish resources, all in-water work will be confined to the construction window(s) established by WDFW and/or federal agencies. Fish exclusion will be performed as feasible, starting with netting first, then electrofishing only if necessary. If at any time, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), immediate notification shall be made to ECOLOGY at 1-800-258-5990, and to the appropriate WDFW Area Habitat Biologist; and
- m. The RECIPIENT will develop a monitoring plan to observe Fish Use and Habitat with possible recommendations for corrective action if necessary. During the period of performance of this agreement, the Recipient will provide updates in progress reports with labeled photos that specifically address vegetation and fish population viability. (Subsequent reports to ECOLOGY will be courtesy of the RECIPIENT.)

- Deliverables:**
- 1. Copies of all required permits; **due** prior to project implementation.
 - 2. One set: Copies of engineering plans and specifications; **due** prior to project implementation.
 - 3. Map indicating location(s) of new side channel(s).
 - 4. Digital photographic documentation of the project before, during and after construction and during fish removal and relocation in sufficient quantity to effectively illustrate important phases of construction and project progress. Each image will be labeled as to location and what features it represents. Updates in progress reports **due** quarterly.
 - 4. Update in progress reports on fish population viability.

Estimated Cost to ECOLOGY:	\$ 433,600
Estimated Cost to RECIPIENT:	\$ <u>108,400</u>
Total Cost:	\$ 542,000

Task 6: Planting / Riparian Stewardship

- a. The RECIPIENT will provide a planting plan of native species that will enhance both the floodplain and riparian areas as appropriate to provide wildlife habitat and shade for improved water temperature of fish habitat.

Restoration methods, materials, and species for vegetation used will be consistent with specific needs of designated areas of this project. The RECIPIENT will provide a planting plan that will include a monitoring program to ensure the viability of plantings; and provide corrective action as needed.

- b. The RECIPIENT will develop a brief restoration assessment that will identify immediate, mid-term, and long-term restoration and stewardship needs. This may include, but is not be limited to a planting and monitoring plan.
- c. Plantings of native species as appropriate to locations within the floodplain and riparian areas in quantities to meet restoration goals.
- d. The Recipient will conduct mowing and noxious weed removal on a regular basis as seasonally appropriate.

- Deliverables:**
- 1) Planting/Monitoring Plan – due January, 30, 2017
 - 2) Update in progress reports to include digital photographic documentation before, during and after planting in sufficient quantity to effectively illustrate important phases of plant viability. Each image will be labeled as to location, date and what features it represents – due Quarterly
 - 3) Restoration assessment (for year-old planted parcels) – update in progress report – due Quarterly.
 - 4) Digital photographic documentation of subtasks c and d above of the project before, during and after implementation in sufficient quantity to effectively illustrate important phases of project progress. Each image will be labeled as to location and what features it represents. Updates in progress reports – due quarterly.

Estimated Cost to ECOLOGY: \$ 233,920
Estimated Cost to RECIPIENT: \$ 58,480
Total Cost: \$ 292,400

Project Schedule Overview

Task	2016												2017												
	M	A	M	J	J	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	A	S	O	N	D
1. Project Oversight	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2. Levee Work												X	X	X	X	X	X	X	X	X	X	X	X	X	X
3. Road Reconfiguration												X	X	X	X	X	X	X	X	X	X	X	X	X	X
4. Log Jams												X	X	X	X	X	X	X	X	X	X	X	X	X	X
5. SC Construction												X	X	X	X	X	X	X	X	X	X	X	X	X	X
6. Planting/Riparian Stewardship													X	X	X	X	X	X	X	X	X	X	X	X	X

BUDGET Conditions

Budget Conditions

Invoicing:

- Grants are awarded on a reimbursable basis. The RECIPIENT initially pays project costs as they incur. Invoicing to ECOLOGY is usually by quarter but not more often than once per month. Upon presentation of a payee's invoice to the RECIPIENT, ECOLOGY's share of the project is reimbursed to the RECIPIENT on State invoicing forms.
- The RECIPIENT must **submit complete backup documents with each invoice** including but not limited to all invoiced costs and time sheets - signed and dated by employee and supervisor. The RECIPIENT must keep these expenses in grant files according to budget task for a period of three years after project completion and make them available at any time for inspection by ECOLOGY.
- Expenditures will be monitored by ECOLOGY for compliance with the budget matrix in the Budget section of this agreement. When submitting invoices to ECOLOGY, ***costs on backup documentation shall be highlighted (or otherwise indicated) to reflect exact costs listed on the C2 Voucher Support Form.*** This will avoid time consuming data searches needed to verify costs by ECOLOGY and speed up release of payment. All payment requests must have forms A, B, & C, be accompanied by an equivalent progress report, and receive ECOLOGY Project Manager approval before payment can be released.
- Budget deviations are allowed between tasks (for instance, a recipient may spend less money on one task and more on another per the budget matrix), but in no circumstances may the RECIPIENT exceed the total project cost. If the total of all budget deviations exceeds 10 percent of the entire project cost, the ECOLOGY Project Manager may require a written budget redistribution.
- **NOTE:** For payment requests, the RECIPIENT must use the ECOLOGY forms provided. Otherwise, ECOLOGY will notify RECIPIENT to resubmit correctly.
- All travel costs shall not exceed State travel rates:
<http://www.ofm.wa.gov/resources/travel.asp>
- Payment of invoices is contingent on receipt of acceptable deliverables as determined by ECOLOGY's Project Manager.
- The source of funds provided by the DEPARTMENT are authorized by the 2015 Washington State Legislature, §3064 of the Capital Budget.

Budget

The source of STATE funding provided by the DEPARTMENT are authorized by the 2015 Washington State Legislature, §3064 of the Capital Budget, for the Floodplains by Design (FbD) Competitive Grant Round.

State FbD Competitive Funding: 80% UP TO a maximum:	\$ 9,501,000
Local Match: 20%:	\$ 2,375,250*
Total Agreement Cost:	\$11,876,250

Budget				
Task	Description	Ecology	Match*	Total
1	Oversight	\$ 1,475,720.00	\$ 368,930.00	\$ 1,844,650.00
2	Levee	\$ 5,964,160.00	\$ 1,491,040.00	\$ 7,455,200.00
3	Road	\$ 960,000.00	\$ 240,000.00	\$ 1,200,000.00
4	Log jams	\$ 433,600.00	\$ 108,400.00	\$ 542,000.00
5	Side Channel Constr.	\$ 433,600.00	\$ 108,400.00	\$ 542,000.00
6	Planting	\$ 233,920.00	\$ 58,480.00	\$ 292,400.00
	Total	\$9,501,000.00	2,375,250	\$ 11,876,250.00

* Use of Local match incurred up to ten years prior to the effective date of this agreement is conditioned on the following:

1. Previous land acquisition would need to directly relate to the current scope of this work. *Example:* Land purchased up to ten years ago but restoration work held in abeyance until local jurisdiction received funds for restoration of that land.
2. Ecology's receipt of the land appraisal from the "historic" acquisition to establish value for current local match requirement.
3. Funds for the previous acquisition would need to be from a source other than a previous Flood Control Assistance Account Program (FCAAP) grant or Floodplains by Design grant. .

Other sources of match must be within the effective dates of this agreement.

Special Terms and Conditions

AGREEMENT PROVISIONS

1. **Compliance with all Laws:** The RECIPIENT shall comply fully with all applicable federal, state and local laws, orders, regulations and permits.
2. **Restrictions on Lobbying:** The RECIPIENT of this agreement is prohibited from using funds provided by this agreement for lobbying purposes in accordance with the "Administrative Requirements for Recipients of ECOLOGY Grants and Loans", Publication No. 91-18, current edition, Part III, Section D.
3. **Local Decision:** This grant is made in response to a request for financial assistance from the RECIPIENT to undertake an Integrated Floodplain Restoration project. The choice of floodplain management activities addressed by this grant is a local decision made solely by the RECIPIENT. The RECIPIENT is not acting as an agent of the State.
4. **Lawsuits:** ECOLOGY shall not be responsible for any non-contractual damage or inverse condemnation claims resulting from the structures or works constructed, repaired, restored, maintained, or improved pursuant to this grant.
5. **Indemnification, Hold Harmless and Duty to Defend:**
 - a. ECOLOGY shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the scope of work.
 - b. This paragraph applies to negligence based claims only. All other claims are governed by paragraph 4 of this section. To the extent the constitution and laws of the State of Washington permit, RECIPIENT shall indemnify, defend and hold harmless the State, its agencies, officers and employees, from all claims, suits or actions brought for any or all injuries to persons or property arising from, or as a consequence of, negligent acts or omissions related to the construction, restoration, repair, maintenance, improvement or operation of the structures or works for which this grant is provided. If the structures or works for which this grant is received are a portion of an integrated flood protection system, RECIPIENT agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that this provision is not intended to and shall not be construed as a waiver by RECIPIENT of any immunities conferred upon the RECIPIENT by RCW

86.13.037 nor is it intended to, and it shall not be construed to, confer any rights upon third parties.

The RECIPIENT will not be required to indemnify, defend, or save harmless the State, its agencies, officers or employees as provided in the preceding paragraph of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the State. Where such claims, suits, or actions result from the concurrent negligence of (a) the State, or the State's agents or employees and (b) the RECIPIENT or the RECIPIENT's agents or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the RECIPIENT's negligence or the negligence of its agents and employees.

- c. To the extent that the constitution and laws of the State of Washington permit, RECIPIENT shall indemnify and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the continued operation, maintenance, or repair of the structures or works constructed, restored, repaired, maintained or improved as a result of this grant. If the structures or works for which this grant is received are portions of an integrated flood protection system, RECIPIENT agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that the indemnity provisions of this paragraph are not intended to and shall not be construed as a waiver by RECIPIENT of any immunities conferred upon the RECIPIENT by RCW 86.13.037 nor are they intended to, and they shall not be construed to, confer any rights upon third parties. This agreement applies to all non-negligent, non-contractually based claims including, but not limited to, inverse condemnation, contribution, indemnification, trespass and/or nuisance.

6. **Responsibilities of the Project Manager:** The RECIPIENT's Project Manager shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the project hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.

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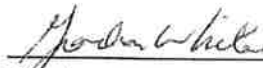
Signature Page

1. **Grant Closeout:** The end date for this project is **December 31, 2017**. A grace period of **45 days** for all deliverables and invoice vouchers is allowed as stipulated in the scope of work or by the State Office of Financial Management (OFM) through ECOLOGY's Fiscal Office.
2. **All Writings Contained Herein:** This agreement, the appended "General Terms and Conditions", and ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans" contain the entire understanding between the parties, and there are no other understandings or representations except those set forth or incorporated by reference herein. No subsequent modification(s) or amendments to this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereby sign this Grant Agreement:

**State of Washington
Department of ECOLOGY**

By:


Gordon White
Program Manager
Shorelands and Environmental
Assistance Program

4/4/16
Date

Clallam County

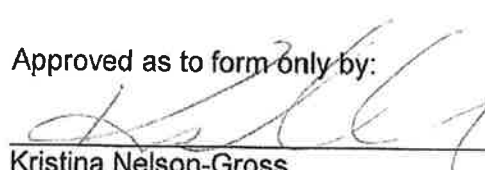
By:


Mike Chapman, Chair
Board of County Commissioners

3/29/2016
Date

Approved as to form only by
The Assistant Attorney General

Approved as to form only by:


Kristina Nelson-Gross
Deputy Prosecuting Attorney
Clallam County

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements
With the State of Washington, Department of Ecology

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for RECIPIENTs of Ecology Grants and Loans – EAGL Edition".
<https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAW

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work. To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF 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 and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the

land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing,
<http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

- a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the

effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

Agreement No. G1600011 between the
Washington State Department of Ecology and Clallam County
Project: Implementation of the Multi-Objective Lower Dungeness River Floodplain Enhancements

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

EAGL Terms and Conditions, version 12/25/15



AGENDA ITEM SUMMARY

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

25
7/6/21

Department: DCD

WORK SESSION ☒ Meeting Date: 6.28.2021

REGULAR AGENDA ☒ Meeting Date: 7.6.2021

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.21.003 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This agreement (DOE Grant OTGP-2021-ClCoCD-00066) is an update of an existing contract (DOE Grant G1600011) for the Lower Dungeness Floodplain Restoration project. It reflects the change in tasks and budget. Ecology is migrating its grants to their online EAGL system, hence the new agreement.

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?** ☐
There is no impact. Expenditures and revenue remain the same.

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

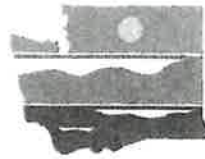
County Official signature & print name: Lori Kennedy for Mary Ellen Munson
Lori Kennedy

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD

Date submitted: 6.23.2021

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



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. OTGP-2021-CICoCD-00066

ONE TIME GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY COMMUNITY DEVELOPMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Clallam County Community Development, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Lower Dungeness River Floodplain Restoration
Total Cost:	\$7,114,132.46
Total Eligible Cost:	\$7,114,132.46
Ecology Share:	\$7,114,132.46
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	04/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Ecology Grant

Project Short Description:

The RECIPIENT will remove 4,500 feet of existing levee and construct a setback levee on the right bank of the Lower Dungeness River to reconnect approximately 112 acres of historic floodplain and reduce flood risk to the Town of Dungeness. The RECIPIENT will also install side channels, engineered log jams and complete riparian planting to restore degraded riparian and floodplain functions critical for ESA-listed salmonid recovery in the Dungeness River watershed.

Project Long Description:

The RECIPIENT will finish the scope of work outlined in Floodplains by Design grant G1600011 and implement the Lower Dungeness River floodplain restoration project which will remove 4,500 feet of existing levee and reconnect approximately 112 acres of historic floodplain after the construction of a setback levee.

Agreement No: OTGP-2021-CICoCD-00066
Project Title: Lower Dungeness River Floodplain Restoration
Recipient Name: Clallam County Community Development

Built by the US Army Corps of Engineers in the mid-1960's, the levee encroaches on the river, disconnecting it from its side channels and its floodplain. High velocities and an elevated river bed profile exacerbated by the levee has lead to increased flood hazard and to a series of impacts to aquatic habitat. Although Chinook spawn in this reach, the redds are scoured at due to the increased velocities. Rearing habitat is limited. The elevated river bed reduces the level of protection that the levee provides to the community.

In order to improve existing conditions within the Lower Dungeness River, this grant will accomplish the following actions:

- A. Completion of the final design and permitting of all construction elements of the Lower Dungeness Floodplain Restoration Project
- B. Removal of 4,500 feet of existing levee on the right bank of the Lower Dungeness River.
- C. Construction of a setback levee between River Mile 0.8 to 1.7.
- D. Installation of engineered log jams and side channels to provide river complexity and habitat for ESA-listed salmonids and wildlife.
- E. Post-construction, completion of a riparian planting effort to restore floodplain function.

The completion of this project will provide multiple benefits. By reconnecting the river with its side channels and floodplain, the project reduces flood risk to the community immediately adjacent to and downstream of the project; and improves habitat in a reach of the river that is important to ESA-listed Puget Sound Chinook.

Implementation will consist of setting back the Army Corps of Engineers' east bank levee of the river from RM 0.8 to 1.7; deconstructing the existing levee; relocating Towne Road from the floodplain to the top of the new, set back levee; building engineered log jams; building habitat features such as side channels to reconnect the floodplain to a portion of the river; and providing passive recreation opportunities along the new setback levee. 0.8 miles of mainstem channel will be reconnected with 112 acres of its floodplain on the east bank, as well as reconnecting side channels for salmon spawning and rearing of ESA-listed Puget Sound Chinook and other salmon species.

The expanded floodplain will reduce peak flow velocities and flood risk to the Town of Dungeness; and improve river sinuosity. Pools, riffles, boulders, logjams, side channels, wetlands and other habitat features will be reconnected with the river providing improved fish, shellfish and wildlife habitat conditions.

The RECIPIENT will update and implement the vegetation management plan for further planting and to steward the young floodplain forest previously planted.

The project is located on the Lower Dungeness River: Mile 1.0 - 1.8 Latitude 48N; Longitude 123W
Section 36, 44; Township 31; Range 04.

Overall Goal:

Construct a setback levee, relocate Towne Road, install engineered log jams and side channels, and complete a riparian planting effort to support the reconnection of 112 acres of historic Lower Dungeness River floodplain.

Agreement No: OTGP-2021-CICoCD-00066
Project Title: Lower Dungeness River Floodplain Restoration
Recipient Name: Clallam County Community Development

RECIPIENT INFORMATION

Organization Name: Clallam County Community Development

Federal Tax ID: 91-6001298

DUNS Number: 075739235

Mailing Address: 223 East 4th Street
Port Angeles, WA 98362

Physical Address: 223 East 4th St
Port Angeles, Washington 98362

Organization Fax: (360) 417-2443

Contacts

Agreement No: OTGP-2021-CICoCD-00066

Project Title: Lower Dungeness River Floodplain Restoration

Recipient Name: Clallam County Community Development

Project Manager	Cathy Lear Habitat Biologist 223 East 4th Street Suite 5 Port Angeles, Washington 98362 Email: clear@co.clallam.wa.us Phone: (360) 417-2361
Billing Contact	Lori Kennedy 223 E. 4th Street, Suite 5 Port Angeles, Washington 98362 Email: lkennedy@co.clallam.wa.us Phone: (360) 417-2354
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mozias@co.clallam.wa.us Phone: (360) 417-2000

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Matt Gerlach PO Box 47775 Olympia, Washington 98504-7775 Email: MGER461@ecy.wa.gov Phone: (360) 407-0271
Financial Manager	Amy Krause Fund Coordinator and Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: amkr461@ecy.wa.gov Phone: (360) 407-7107

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

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

Washington State
Department of Ecology

Clallam County Community Development

By: _____

By: _____

Joenne McGerr

Date

Mark Ozias

Date

Shorelands

Commissioner

Program Manager

Template Approved to Form by
Attorney General's Office

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

SCOPE OF WORK

Task Number: 1 **Task Cost: \$1,067,119.87**

Task Title: 1. Project Administration / Management

Task Description:

A. The Recipient will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and inter-local agreement requirements; application of, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The Recipient must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the Recipient's designee; the department; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The recipient must carry out this project in accordance with any completion dates outlined in this agreement. Budget deviations are allowed between budget objects, e.g., the RECIPIENT may spend less money on one task and more on another, but under no circumstances may the RECIPIENT exceed the total project cost. The approval of the ECOLOGY Project Manager is required for this deviation.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly progress reports, and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Lori Kennedy

1. Project Administration / Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Close Out Report. Notify ECOLOGY Project Manager and submit EAGL form.	06/30/2023
1.3	Project Outcome Summary Report. Notify ECOLOGY Project Manager and upload to EAGL.	06/30/2023

SCOPE OF WORK

Task Number: 2 Task Cost: \$6,000,000.00

Task Title: 2. Setback Levee Construction and FP Restoration

Task Description:

The RECIPIENT will hire a public works contractor through a competitive procurement process for the construction of the Lower Dungeness River Floodplain Restoration Project. Work in this task includes completion of all compliance and permitting required by federal, state, and local laws and ordinances; completion of cultural resources investigation and compliance; construction costs; construction contract administration; surveying and inspection of the project; engineering services during construction; and preparation and submittal of the as-built plan set at the end of construction. The project includes the following elements:

Towne Road Levee setback:

The RECIPIENT will remove approximately 4,500 feet of existing levee, relocate a road that currently bisects the floodplain, and construct a setback levee on the right bank of the Dungeness River between River Mile 0.8 to 1.7. The existing levee is enrolled in the U.S. Army Corps of Engineers (Corps) Public Law 84-99 (PL 84-99) Rehabilitation Program. PL 84-99 provides authority to the Corps to repair and/or rehabilitate any qualified flood control project damaged by flood waters. The RECIPIENT will coordinate a post-construction inspection with the Corps to ensure the setback levee is eligible for continued coverage in the program.

The RECIPIENT will relocate, reconfigure and reconstruct Towne Road to accommodate the setback levee and community needs.

Floodplain Restoration:

The RECIPIENT will install side channels and engineered log jams (ELJs) between Dungeness River Mile 0.8 to 1.7 to reduce flow velocity and create needed channel complexity and habitat for anadromous fish and wildlife.

Task Goal Statement:

Design and construct the Towne Road levee setback project and complete floodplain restoration between Dungeness River Mile 0.8 to 1.7 to improve instream and riparian habitats for fish and wildlife.

Task Expected Outcome:

1. Completion of the final design and site map of the Lower Dungeness Floodplain Restoration project stamped and sealed by a licensed engineer in the State of Washington.
2. Preparation of bid documents, including construction plans and specifications.
3. Completion of all compliance and permitting required by federal, state, and local laws and ordinances to construct the setback levee and floodplain restoration project elements.

4. Completion of all requirements under Section 106 of the National Historic Preservation Act. An Inadvertent Discovery Plan (IDP) must be provided to ECOLOGY and be present on site for all ground-disturbing activities during the grant period of performance.
5. Completion of an as-built plan set sealed/stamped by project engineer.
6. Submittal of annotated digital photographs of the project before, during, and after construction, with dates and key features labeled.

Recipient Task Coordinator: Cathy Lear

2. Setback Levee Construction and FP Restoration

Deliverables

Number	Description	Due Date
2.1	Final design and site map of the Towne Road setback levee and all floodplain restoration elements, signed and sealed by a professional engineer licensed in WA. Upload to EAGL and notify ECOLOGY Project Manager.	
2.2	Copy of all required local, state, or federal permits. Upload documentation to EAGL prior to implementation, and notify ECOLOGY Project Manager.	
2.3	Copy of IDP and other documentation to meet cultural resources review requirements. Submit to ECOLOGY Project Manager.	
2.4	Bid Documents, including construction plans and specifications. Upload to EAGL and notify ECOLOGY Project Manager.	
2.5	As-built construction plan set. Upload to EAGL and notify ECOLOGY Project Manager.	
2.6	Annotated digital photographs showing conditions before, during, and after construction. Upload to EAGL and notify ECOLOGY Project Manager.	

SCOPE OF WORK

Task Number: 3 Task Cost: \$47,012.59

Task Title: 3. Riparian Planting

Task Description:

The RECIPIENT will develop a site-wide riparian vegetation maintenance and planting plan for the Lower Dungeness floodplain restoration project. The plan will use a combination of riparian best management practices (weed removal, mowing, herbicide application, etc.) to support existing native plant vitality and to discourage the establishment of noxious or invasive weeds. The planting effort will include a combination of native grasses, sedges, forbs, and beneficial native riparian trees and shrubs installed to accelerate the restoration of the floodplain functions within the 100 acre project footprint.

The RECIPIENT will implement the maintenance and planting plan over the duration of the project period. The RECIPIENT will prepare a summary report describing maintenance and planting actions performed and documenting before and after conditions.

Task Goal Statement:

Riparian planning, planting, and maintenance to improve and accelerate the ecological restoration within the Lower Dungeness floodplain restoration project footprint.

Task Expected Outcome:

1. Completion of a riparian planting and maintenance plan.
2. Purchase and install approximately 80,000 native grasses, sedges, forbs, trees, and shrubs to enhance the riparian buffer to improve floodplain functions.
3. Submittal of annotated digital photographs of the project site before, during, and after construction, with dates and key features labeled.

Recipient Task Coordinator: Cathy Lear

3. Riparian Planting

Deliverables

Number	Description	Due Date
3.1	Site-wide riparian vegetation maintenance plan. Submit to ECOLOGY Project Manager for review and approval before implementation. Upload to EAGL.	
3.2	Summary report of riparian maintenance and planting completed. The report must include annotated photos of the project site before and after restoration is complete. Upload in EAGL and notify ECOLOGY Project Manager.	

BUDGET

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Approved Indirect Costs Rate:	Approved State Indirect Rate: 30%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No
Is this Funding Distribution used to match a federal grant?	No

Floodplains by Design	Task Total
1. Project Administration / Management	\$ 1,067,119.87
2. Setback Levee Construction and FP Restoration	\$ 6,000,000.00
3. Riparian Planting	\$ 47,012.59

Template Version 12/10/2020

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Floodplains by Design	0.00 %	\$ 0.00	\$ 7,114,132.46	\$ 7,114,132.46
Total		\$ 0.00	\$ 7,114,132.46	\$ 7,114,132.46

AGREEMENT SPECIFIC TERMS AND CONDITIONS

See Attachment A. Floodplains by Design and Flood Control Assistance Account Program - Special Terms and Conditions.

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) 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.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Agreement No: OTGP-2021-CiCoCD-00066
Project Title: Lower Dungeness River Floodplain Restoration
Recipient Name: Clallam County Community Development

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
 - Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF 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 and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

Agreement No: OTGP-2021-CICoCD-00066

Project Title: Lower Dungeness River Floodplain Restoration

Recipient Name: Clallam County Community Development

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Attachment A. Floodplains by Design and Flood Control Assistance Account Program - Special Terms and Conditions

1. Local Decision: This grant is made in response to a request for financial assistance from the RECIPIENT to undertake flood damage prevention projects. The choice of floodplain management activities addressed by this grant is a local decision made solely by the RECIPIENT. The RECIPIENT is not acting as an agent of the State of Washington.

2. Lawsuits: Ecology shall not be responsible for any non-contractual damage or inverse condemnation claims resulting from the structures or works constructed, repaired, restored, maintained, or improved pursuant to this grant.

3. Indemnification, Hold Harmless and Duty to Defend

a. Ecology shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the scope of work.

b. This paragraph applies to negligence based claims only. All other claims are governed by paragraph 4 of this section (item 3.d). To the extent the constitution and laws of the State of Washington permit, RECIPIENT shall indemnify, defend and hold harmless the State, its agencies, officers and employees, from all claims, suits or actions brought for any or all injuries to persons or property arising from, or as a consequence of, negligent acts or omissions related to the construction, restoration, repair, maintenance, improvement or operation of the structures or works for which this grant is provided. If the structures or works for which this grant is received are a portion of an integrated flood protection system, RECIPIENT agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that this provision is not intended to and shall not be construed as a waiver by RECIPIENT of any immunities conferred upon the RECIPIENT by RCW 86.12.037 nor is it intended to, and it shall not be construed to, confer any rights upon third parties.

c. The RECIPIENT will not be required to indemnify, defend, or save harmless the State, its agencies, officers or employees as provided in the preceding paragraph of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the State. Where such claims, suits, or actions result from the concurrent negligence of (a) the State, or the State's agents or employees and (b) the RECIPIENT or the RECIPIENT's agents or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the RECIPIENT's negligence or the negligence of its agents and employees.

d. To the extent that the constitution and laws of the State of Washington permit, RECIPIENT shall indemnify and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the continued operation, maintenance, or repair of the structures or works constructed, restored, repaired, maintained or improved as a result of this grant. If the structures or works for which this grant is received are portions of an integrated flood protection system, RECIPIENT agrees to indemnify, defend and hold harmless the State of Washington, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that the indemnity provisions of this paragraph are not intended to and shall not be construed as a waiver by Recipient of any immunities conferred upon the Recipient by RCW 86.12.037 nor are they intended to, and they shall not be construed to, confer any rights upon third parties. This agreement applies to all non-negligent, non-contractually based claims including, but not limited to, inverse condemnation, contribution, indemnification, trespass and/or nuisance.

4. Any development activity funded by this grant which occurs in the Federal Emergency Management Agency (FEMA)-mapped regulatory floodplain, also known as the Special Flood Hazard Area (SFHA), may trigger the need for a floodplain development permit from the local agency with floodplain management jurisdiction. "Development" is defined at 44 CFR 59.1 as " ... any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials." Further, any activity funded by this grant may change the base flood elevations from physical changes affecting the floodplain. Communities are required by 44 CFR 65.3 to submit new data to FEMA in the event their actions affect the base flood elevation and the regulatory map (the SFHA).

5. ECOLOGY waives property acquisition report appraisal requirements for properties valued at \$25,000 or less. When the estimated property value does not exceed \$25,000, and the acquisition is not complex, the RECIPIENT may be exempt from meeting appraisal and review appraisal standards. Such exemptions must be requested in writing and approved by the ECOLOGY Project Manager before the closing on the property. The RECIPIENT must follow the appraisal waiver standards in 44 C.F.R. § 24.102.

6. Some RECIPIENTS are required to provide grant match. Match is made up of three different types of contributions: cash expenditures, in kind other, and in kind interlocal. Cash match expenditures are eligible costs paid by the RECIPIENT and are not reimbursed by ECOLOGY. In kind contributions are property or services that benefit a project and are contributed to the RECIPIENT by a third party without direct monetary compensation. In kind other is a type of contribution where the third party making the contribution is not a government entity. In kind interlocal is a type of contribution where both the grant RECIPIENT and the third party making the contribution are both government entities and have a signed Inter-local agreement between them.

7. RECIPIENTS are required to submit a copy of the original invoice in the Payment Request backup documentation if an invoice number is referenced on a primary or subcontractor invoice.

8. To be eligible for reimbursement, RECIPIENTS must provide documentation of how an expenditure is directly related to the project. Ecology will not reimburse any expenditure that is already included in the indirect rate. At Ecology's sole discretion, ECOLOGY may approve reimbursement for the percentage of an expenditure that is directly related to the project.

FLOODPLAINS BY DESIGN FUNDING PROGRAM AND FCAAP GRANTS SPECIAL TERMS
AND CONDITIONS LAST UPDATED MAY 2021.



AGENDA ITEM SUMMARY

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

2C
7/6/21

Department: Human Resources

WORK SESSION ☒ **Meeting Date: 7/6/2021**

REGULAR AGENDA ☒ **Meeting Date: 7/6/2021**

Required originals approved and attached? ☒ **Not Signed**
Will be provided on: 7/6/2021

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 6-30-21 expiration of the 2020-2021 Contract Extension Agreements from the original 2018-2020 Collective Bargaining Agreements (CBA), staff has completed negotiations with the bargaining units of 1619 CD (Corrections Deputies), 1619 D (Patrol Deputies), 1619 LC (Limited Commission), 1619 MP (Managerial & Professional), and Teamsters and have ratified a three-year contract extension agreement with each commencing July 1, 2021 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?** ☐
2021 budgetary impacts will be discussed at the worksession.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the ratified proposed contract extension agreements 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: 6/30/2021

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

**Agreement
By and Between
Clallam County**

And

**The Washington State Council of
County and City Employees, Local 1619-LC
For the Period**

July 1, 2021 – June 30, 2024

Contract Extension Agreement

Limited Commission

**Clallam County/AFSCME 1619-LC
Contract Extension Agreement
2021-2024**

Clallam County (“the County”) and AFSCME Local 1619-LC (“the Union”) have by mutual agreement modified the Collective Bargaining Agreement (to include current Extension Agreement expiring June 30, 2021) as follows:

Article 1 – Term of Agreement. Revise as follows:

This AGREEMENT shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024.

This AGREEMENT shall supersede all previous agreements signed between the County and the Union relating to wages and conditions of employment. This agreement shall take effect on July 1, 2021 or the first of the month following ratification and signature by both parties, whichever is later.

Article 12.10 – Health and Welfare Coverage, revise as follows:

- A. During the life of this Agreement, the County will provide Health Care Insurance for employees and their dependents who meet hours of eligibility as specified in Article 2 and in the Teamster Trust. Lump sum payments made upon termination of employment are not payments which result in eligibility in the next month.
- B. Effective July 1, 2021, the County shall pay up to one thousand one hundred sixty dollars (\$1160.00) monthly toward the medical, dental, vision, life, AD&D, time loss, dependent life, and/or disability waiver premium costs for benefits elected by the bargaining unit. Premium costs above this amount shall be paid by the employee by way of payroll deduction. Twenty-five dollars (\$25.00) of the Employer increased monthly premium above is in lieu of the twenty-five dollars (\$25.00) previous employee HRA VEBA contribution.

Effective January 1, 2022, the County’s monthly contribution toward the premium costs for benefits will increase by fifty dollars (\$50.00), making the new employer cap one thousand two hundred ten dollars (\$1210.00).

Effective January 1, 2023, the County’s monthly contribution toward the premium costs for benefits will increase by fifty dollars (\$50.00), making the new employer cap one thousand two hundred sixty dollars (\$1260.00).

Effective January 1, 2024, the County’s monthly contribution toward the premium costs for benefits will increase by fifty dollars (\$50.00), making the new employer cap one thousand three hundred ten dollars (\$1310.00).

**Clallam County/AFSCME 1619-LC
Contract Extension Agreement
2021-2024**

The bargaining unit may reopen this Article periodically to change the specified Teamster medical benefit plans provided to the group to different selection of plans, provided that the change occurs at a time and in a manner which is permissible under Teamster Trust guidelines and the County's participation agreement, provided that, if the cost of such selection exceeds County contribution identified above, 100% of such excess cost shall be paid by the employee. Both parties reserve the right to reopen this Article 12.10 concerning the cost of insurance benefits, plan design, and the employee and County share of the cost of insurance benefits. If reopened, the parties will schedule bargaining during the months of November and December. The parties shall exchange proposals and data in advance and shall not be required to meet for more than one (1) day of bargaining. The result of negotiations will be either an agreement reached by the parties in bargaining or the agreement reflected in this Article with respect to costs (unless a prior agreement of the parties is reached which is more advantageous to the employees in which case that agreement shall be continued in the following year.) If the bargaining unit elects a change in insurance plans, the change shall become effective prospectively and only in accordance with and as permitted by Teamster trust guidelines.

The bargaining unit has elected as of July 2021:

Teamster Medical Plan Z

Teamster Dental Plan A

Teamster Vision Plan EXT

The Union and the Employer agree that monthly contributions to the Teamsters Trust shall be distributed as follows: the Dental Plan, the Vision Plan, and then the Medical Plan.

Article 12 – Employee Benefits:

(New) Article – 12.16 COVID Leave.

Effective July 1, 2021, regular full-time employees (defined as thirty-seven and one-half (37.5) hours/week or more) shall be eligible for up to an additional eighty (80) hours of paid sick leave during the 2021 calendar year for absences caused by COVID-related illness or mandatory quarantine because of COVID infection or exposure. This is a contingent benefit and shall have no cash out value should the benefit not be utilized by an employee, nor shall there be carryover of unused COVID leave into the next calendar year. This benefit is retroactive to January 1, 2021 and requires that a physician or the Clallam County Health Officer provide verification to Human Resources.

**Clallam County/AFSCME 1619-LC
Contract Extension Agreement
2021-2024**

(New) Article – 12.17 COVID Vaccine Benefit.

Each full-time employee (defined as thirty-seven and one-half (37.5) hours/week or more) who presents proof of completed COVID vaccination treatment to the Human Resources Department (through presentation of a vaccine record from an accredited state agency or health care provider) shall receive sixteen (16) hours of floating holiday in the calendar year in which the employee completed vaccine treatment. This is a one-time benefit and shall have no cash out value nor shall there be carryover of unused hours into the next calendar year.

No further changes to Article 12

Article 13.1 – Wages, revise as follows:

The January 2021 wage scale shall be adjusted progressively to reflect yearly Cost of Living Adjustments:

- July 1, 2021, one percent (1 %) Cost of Living Adjustment
- January 1, 2022, two and one half percent (2.5%) Cost of Living Adjustment
- January 1, 2023, two and one half percent (2.5%) Cost of Living Adjustment
- January 1, 2024, two and one half percent (2.5%) Cost of Living Adjustment

(New) Article – 13.5 Length of Service Medical Contribution

To recognize continuous length of service with the County (defined as length of service with the County without a break in service of one hundred eighty (180) consecutive days or more), the County shall provide an additional monthly medical premium contribution on behalf of each eligible regular full-time (minimum thirty-seven and one-half (37.5) hours per week or more) employee based on length of service at the rate below. Any eligible employee receiving an evaluation having an overall rating of 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 ten (10) years (anniversary date beginning 11th year of service): Sixty-five dollars (\$65.00)/month
- Completion of fifteen (15) years (anniversary date beginning 16th year of service): One hundred dollars (\$100.00)/month
- Completion of twenty (20) years or more (anniversary date beginning 21st year of service): One hundred thirty-five dollars (\$135.00)/month

Longevity Language deleted from Bargaining Agreement in exchange for Length of Service

**Clallam County/AFSCME 1619-LC
Contract Extension Agreement
2021-2024**

Medical Contribution language (New 13.5) and COLA's identified in 13.1.

Article – 13.7 Accreditation Pay

To recognize the high standards met, and the efforts involved in the accreditation process, as of July 1, 2021 each employee covered under this Agreement shall receive an additional one percent (1%) monthly accreditation premium pay calculated from the employee's base salary. In the event management does not seek accreditation renewal, or fails the accreditation process, the premium pay shall end on the expiration date of the existing accreditation certification. Accreditation premium pay shall remain in place so long as any portion of the Sheriff's Office (patrol or jail) is accredited.

No further changes to Article 13

Date Signed
by Union: _____

THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
LOCAL 1619-LC

Jackie Koon, Local President

Aaron Cole, AFSCME Representative

APPROVED AS TO FORM:

Matt Lynch, Employment Counsel

Date signed
by County: _____

CLALLAM COUNTY
BOARD OF COMMISSIONERS

Mark Ozias, Chair

Bill Peach

Randy Johnson

ATTEST:

Loni Gores
Clerk of the Board



AGENDA ITEM SUMMARY

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

2d
7/6/21

Department: Human Resources

WORK SESSION ☒ Meeting Date: 7/6/2021

REGULAR AGENDA ☒ Meeting Date: 7/6/2021

Required originals approved and attached? ☒ Not Signed
Will be provided on: 7/6/2021

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 6-30-21 expiration of the 2020-2021 Contract Extension Agreements from the original 2018-2020 Collective Bargaining Agreements (CBA), staff has completed negotiations with the bargaining units of 1619 CD (Corrections Deputies), 1619 D (Patrol Deputies), 1619 LC (Limited Commission), 1619 MP (Managerial & Professional), and Teamsters and have ratified a three-year contract extension agreement with each commencing July 1, 2021 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?** ☐

2021 budgetary impacts will be discussed at the worksession.

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

Approve the ratified proposed contract extension agreements 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: 6/30/2021

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

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

**Agreement
By and Between
Clallam County**

And

**The Washington State Council of
County and City Employees, Local 1619-MP
For the Period**

July 1, 2021 – June 30, 2024

Contract Extension Agreement

MANAGERIAL AND PROFESSIONAL

CONTRACT EXTENSION AGREEMENT
Clallam County/AFSCME 1619-MP
2021-2024

Clallam County ("the County") and AFSCME Local 1619-M&P ("the Union") have by mutual agreement modified the Collective Bargaining Agreement (to include current Extension Agreement expiring June 30, 2021) as follows:

Article 1 – Term of Agreement. Revise as follows:

This AGREEMENT shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024.

This AGREEMENT shall supersede all previous agreements signed between the County and the Union relating to wages and conditions of employment. This Agreement shall take effect on July 1, 2021 or the first of the month following ratification and signature by the parties, whichever is later.

Article 10.2 – Earned Leave, add a Memorandum of Understanding:

Employees may carry over an additional five (5) days (forty (40) hours) of vacation from calendar year 2020 into calendar year 2021, for a total maximum earned leave carryover of up to sixty-five (65) days (five hundred twenty (520) hours). The additional five (5) days of carryover vacation must be used by December 31, 2021. The fifty (50) day cash out provision of Article 10.2 shall continue to apply. This will expire December 31, 2021 and any unused vacation carryover will expire on that date.

Article 10.3 – Health and Welfare Coverage, revise as follows:

10.3 Health and Welfare Coverage. During the life of this Agreement, the County will provide Health Care Insurance for employees and their dependents who meet hours of eligibility as specified in Article 2 and in the Teamster Trust. Hours worked in one month qualify an employee for insurance in the following month under the Teamster plan. Lump sum payments made upon termination of employment are not payments which result in eligibility in the next month.

Effective July 1, 2021, the County shall pay up to one thousand one hundred thirty five dollars (\$1135.00) monthly toward the medical, dental, vision, life, AD&D, time loss, dependent life, and/or disability waiver premium costs for benefits elected by the bargaining unit. Premium costs above this amount shall be paid by the employee by way of payroll deduction. Effective January 1, 2022, the County shall pay up to one thousand one hundred eighty-five dollars (\$1185.00) towards a new employer cap. Effective January 1, 2023, the County will pay up to one thousand two hundred thirty five dollars (\$1235.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction. Effective January 1, 2024, the County will pay up to one thousand two hundred eighty five dollars (\$1285.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction.

CONTRACT EXTENSION AGREEMENT
Clallam County/AFSCME 1619-MP
2021-2024

Effective July 1, 2019, in lieu of an increase in the County's contribution towards the premium costs for the benefits identified above, the County shall contribute \$25 monthly to an HRA VEBA. The bargaining unit has elected:

Teamster Medical Plan Z

Teamster Dental Plan A

Teamster Vision Plan EXT

Both parties reserve the right to reopen this Article 10.3 concerning the cost of insurance benefits, plan design, and the employee and County share of the cost of insurance benefits. If reopened, the parties will schedule bargaining during the months of November and December or in a timely manner. Bargaining will occur between the County and AFSCME 1619MP. The parties shall exchange proposals and data in advance and shall not be required to meet for more than one day of bargaining. The result of negotiations will be either an agreement reached by the parties in bargaining or the agreement reflected in this article with respect to costs.

(New) Article 10.7 – Length of Service Contribution:

To recognize continuous length of service with the County (defined as length of service with the County without a break in service of one hundred eighty (180) consecutive days or more), the County shall provide an additional monthly medical contribution on behalf of each eligible regular full-time employee (minimum thirty-seven and one-half (37.5) hours per week) 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 ten (10) years (anniversary date beginning 11th year of service) – Sixty-five dollars (\$65.00)/month
- Completion of fifteen (15) years (anniversary date beginning 16th year of service) – One hundred dollars (\$100.00)/month
- Completion of 20+ years (anniversary date beginning 21st year of service) – One hundred thirty-five dollars (\$135.00)/month

(New) Article 10.8 – COVID-19 Leave:

Effective July 1, 2021, regular full-time employee (defined as thirty seven and one-half (37.5) hours/week) shall be eligible for up to an additional eighty (80) hours of paid sick leave during the 2021 calendar year for absences caused by COVID-19 related illness or mandatory quarantine because of COVID-19 infection or exposure. This is a contingent benefit and shall have no cash-out value should the benefit not be utilized by an employee, nor shall there be carryover of unused COVID-19 leave into the next calendar year. This benefit is retroactive to January 01, 2021 and requires that a physician or the Clallam County Health Officer provide verification to Human Resources.

CONTRACT EXTENSION AGREEMENT
Clallam County/AFSCME 1619-MP
2021-2024

(New) Article 10.9 – COVID-19 Vaccine Benefit:

Each full-time employee (defined as thirty seven and one-half (37.5) hours/week) who presents proof of completed COVID-19 vaccination treatment to the Human Resources Department (through presentation of a vaccine record from an accredited state agency or health care provider) shall receive sixteen (16) hours of floating holidays in the calendar year in which the employee completed vaccine treatment. This is a one-time benefit and shall have no cash-out value nor shall there be carryover of unused hours into the next calendar year.

No changes to the rest of Article 10.

Article 11.1 – Wages, revise as follows:

As of January 1, 2014, employees shall be paid at the appropriate range and step of the Salary Plan attached as Appendix B, which represents the wage established for FLSA salaried and exempt County employees not represented through collective bargaining for 2014. The Appendix B schedule has been computed as 95% of the 2013 forty (40) hour salary schedule after restoration of concessions, which then was increased by one percent (1%). The January 2021 wage scale shall be adjusted progressively as follows to reflect yearly COLA's:

- July 1, 2021, one percent (1%) Cost of Living Adjustment
- January 1, 2022, two and one half percent (2.5%) Cost of Living Adjustment
- January 1, 2023, two and one half percent (2.5%) Cost of Living Adjustment
- January 1, 2024, two and one half percent (2.5%) Cost of Living Adjustment

The base salary provided for in this Article shall not be reduced during the term of this Agreement, provided however that if grant funding is reduced, the salary of bargaining unit employees whose position(s) are funded by the grant may be reduced as a partial layoff as necessary to maintain the grant funded program within revenues provided by the grantor. The hours of an employee so affected shall be reduced accordingly. (footnote remains in contract)

No changes to the rest of Article 11.

CONTRACT EXTENSION AGREEMENT
Clallam County/AFSCME 1619-MP
2021-2024

Date Signed
by Union: _____

Date signed
by County: _____

THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
LOCAL 1619-MP

CLALLAM COUNTY
BOARD OF COMMISSIONERS

Mary Peterson, Local President

Mark Ozias, Chair

Aaron Cole, AFSCME Representative

Bill Peach

Randy Johnson

APPROVED AS TO FORM:

ATTEST:

Matt Lynch, Employment Counsel

Loni Gores
Clerk of the Board



AGENDA ITEM SUMMARY

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

22
7/6/21

Department: Human Resources

WORK SESSION ☒ **Meeting Date: 7/6/2021**

REGULAR AGENDA ☒ **Meeting Date: 7/6/2021**

Required originals approved and attached? ☒ **Not Signed**
Will be provided on: 7/6/2021

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 6-30-21 expiration of the 2020-2021 Contract Extension Agreements from the original 2018-2020 Collective Bargaining Agreements (CBA), staff has completed negotiations with the bargaining units of 1619 CD (Corrections Deputies), 1619 D (Patrol Deputies), 1619 LC (Limited Commission), 1619 MP (Managerial & Professional), and Teamsters and have ratified a three-year contract extension agreement with each commencing July 1, 2021 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?** ☐
2021 budgetary impacts will be discussed at the worksession.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the ratified proposed contract extension agreements 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: 6/30/2021

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

Agreement

By and Between

Clallam County

And

The Washington State Council of

County and City Employees, Local 1619-D

For the Period

July 1, 2021 – June 30, 2024

Contract Extension Agreement

Patrol Deputy

**Contract Extension Agreement
Clallam County/AFSCME 1619-D
7/1/2021 – 6/30/2024**

Clallam County (“the County”) and AFSCME 1619-D (“the Union”) have, by mutual agreement, modified the collective bargaining agreement extension expiring June 30, 2021, as follows:

Article 1 – Term of Agreement. Revise as follows:

This AGREEMENT shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024.

This AGREEMENT shall supersede previous agreements and MOU’s signed between the County and the Union on the Articles below regarding wages and conditions of employment. This agreement shall take effect on July 1, 2021 or the first of the month following ratification and signature by both parties, whichever is later.

Article 11.2 – Overtime

Wages shall be paid at the overtime rate as required by the Fair Labor Standards Act and Washington law. As a general rule, any work performed in excess of forty (40) hours per week shall be paid at the rate of time and one half (1-1/2) the regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of this article. All overtime shall be authorized by the employee’s supervisor and approved by the Sheriff’s designee.

Notwithstanding the foregoing, hours worked in responding to emergency call-outs from an off-duty status shall be paid at the overtime rate of pay; any deviation from a deputy’s regular and scheduled shift hours directed by a supervisor shall be paid at the overtime rate; and, all self-initiated time worked related to police community caretaker, public safety and priority enforcement actions shall be paid at the overtime rate.

2080 hours is to be used for purposes of calculating overtime.

No Further Changes to Article 11

Article 12.9 – Health and Welfare Coverage. Revise as follows:

- A. During the life of this Agreement, the County will provide health care insurance for employees and their dependents who meet hours of eligibility as specified in Article 2 and in the Teamster Trust. Hours worked in one month qualify an employee for insurance in the following month under the Teamster plan. Lump sum payments made upon termination of employment are not payments which result in eligibility in the next month.

During the life of this Agreement, the County shall provide the Teamster HMO Plan or the Teamsters Medical Benefits described in pertinent documents of the

**Contract Extension Agreement
Clallam County/AFSCME 1619-D
7/1/2021 – 6/30/2024**

Washington Teamster Trust, as specified below:

TEAMSTER TRUST MEDICAL BENEFIT PLAN:

- Teamsters Medical Plan Z
- Washington Teamsters Dental Plan B
- Teamsters Vision Care Trust
- Teamsters Plan A Life and AD&D

Effective July 1, 2021, the County's medical contribution (Cap) shall be \$1344.20. If the County's contribution exceeds the cost of the above plans, the difference shall be placed into the employee's Health Reimbursement Account (HRA). Any increases to the cost of the benefit plans above the cap shall be shared equally (50/50) by the County and employees. Employees will pay the balance through the County's reduction of the amount of contribution specified in section (F) of this Article relating to Health Reimbursement Account.

Employer medical contribution cap increases \$50 on 1/1/22 to \$1,394.20

Employer medical contribution cap increases \$50 on 1/1/23 to \$1,444.20

Employer medical contribution cap increases \$50 on 1/1/24 to \$1,494.20

The bargaining unit may reopen this Article periodically to change the specified Teamster medical benefit plans provided to the group to different selection of plans, provided that the change occurs at a time and in a manner which is permissible under Teamster Trust guidelines and the County's participation agreement, provided that, if the cost of such selection exceeds the cost of the plans identified above, 100% of such excess cost shall be paid by the employee. In the course of such bargaining, the parties may also bargain concerning the increase or reduction in the amount of contribution made by the County to the employees' HRA accounts in order to equalize the health and welfare benefits provided and related costs assumed by the County for bargaining unit employees.

- F. **Health Reimbursement Account.** During January of each year of the term of this Agreement, and not thereafter unless otherwise agreed in writing, the County shall contribute the first of twelve (12) equal monthly HRA contributions which shall be made during the year for the benefit of employees. Effective July 1, 2021, the monthly HRA contribution (currently \$91.03) shall increase by seventeen dollars (\$17) to one hundred and eight dollars and three cents (\$108.03). The additional seventeen dollars (\$17) reflects the difference between the medical cap ((\$1,344.20) and actual cost of the Employee selected medical

**Contract Extension Agreement
Clallam County/AFSCME 1619-D
7/1/2021 – 6/30/2024**

package (\$1,327.20). This contribution is subject to the application of reduction(s), and/or addition(s), specified in the foregoing Article 12.9(A) relating to the employees' responsibility for a portion of increases to premium, or, excess dollars between the cost of medical plans selected and the County medical cap.

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 12.9 (F) shall be in addition to other amounts described in separate articles and sections of this Agreement.

- G. **COVID Leave** (New). Effective July 1, 2021, regular full-time employees (defined as thirty-seven and one-half (37.5) hours/week or more) shall be eligible for up to an additional eighty (80) hours of paid sick leave during the 2021 calendar year for absences caused by COVID-related illness or mandatory quarantine because of COVID infection or exposure. This is a contingent benefit and shall have no cash out value should the benefit not be utilized by an employee, nor shall there be carryover of unused COVID leave into the next calendar year. This benefit is retroactive to January 1, 2021 and requires that a physician or the Clallam County Health Officer provide verification to Human Resources.
- H. **COVID Vaccine Benefit** (New). Each full-time employee (defined as thirty-seven and one-half (37.5) hours/week or more) who presents proof of completed COVID vaccination treatment to the Human Resources Department (through presentation of a vaccine record from an accredited state agency or health care provider) shall receive sixteen (16) hours of floating holiday in the calendar year in which the employee completed vaccine treatment. This is a one-time benefit and shall have no cash out value nor shall there be carryover of unused hours into the next calendar year.

No Further Changes to Article 12

Article 13.1 – Wages

Effective July 01, 2021, Patrol Deputies shall move to the new 9-step wage scale attached as Appendix A. This wage scale reflects a one and a half percent (1.5) COLA adjustment over the old 5-step (steps A-E) wage scale. During the life of this contract the following Cost of Living Adjustments (COLA) shall occur:

- January 01, 2022 – Additional two and one half percent (2.5%) increase over July 01, 2021 wage schedule
- January 01, 2023 – Additional two and one half percent (2.5%) increase over January 01, 2022 wage schedule

**Contract Extension Agreement
Clallam County/AFSCME 1619-D
7/1/2021 – 6/30/2024**

- January 01, 2024 – Additional two and one half percent (2.5%) increase over January 01, 2023 wage schedule

Longevity steps occur at 10, 15, and 20 years (based on time as a Clallam County Patrol Deputy) as follows:

- 10 Years – Additional one and half percent (1.5%) based on top step nine (9)
- 15 Years – Additional three percent (3%) based on top step nine (9)
- 20 Years – Additional four and one half (4.5%) percent based on top step nine (9)

For the duration of the contract, any other Clallam County bargaining unit who receive a COLA increase which is more than the increase as agreed upon above, Local 1619-D employees shall receive the difference for that calendar year.

Article 13.6 – Section 401(a) Plan Match

Effective July 1, 2021, the County shall match into a 401 (a) Plan elected by the employee two and a half percent (2.5%) of base salary provided the employee contributed a like amount into an IRC 457 or 401(a) match and save plan.

Article – 13.12 – Accreditation Pay

To recognize the high standards met, and the efforts involved in the accreditation process, as of July 1, 2021 each employee covered under this Agreement shall receive an additional one percent (1%) monthly accreditation premium pay calculated from the employee's base salary. In the event management does not seek accreditation renewal, or fails the accreditation process, the premium pay shall end on the expiration date of the existing accreditation certification. Accreditation premium pay shall remain in place so long as any portion of the Sheriff's Office (patrol or jail) is accredited. Any eligible employee receiving an evaluation having an overall rating less than satisfactory/meets standards/meets expectations shall have accreditation pay suspended until such time as an overall satisfactory/meets standards/meets expectations (or higher) evaluation is received.

No Further Changes to Article 13

**Contract Extension Agreement
Clallam County/AFSCME 1619-D
7/1/2021 – 6/30/2024**

Date Signed
by Union: _____

Date signed
by County: _____

THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
LOCAL 1619-MP

CLALLAM COUNTY
BOARD OF COMMISSIONERS

Marc Titterness, Local President

Mark Ozias, Chair

Aaron Cole, AFSCME Representative

Bill Peach

Randy Johnson

APPROVED AS TO FORM:

ATTEST:

Matt Lynch, Employment Counsel

Loni Gores
Clerk of the Board

APPENDIX A

Clallam w/1.5% COLA
July 1 - Step 6-9
Added @ 1.5% per
step - 1.5% Patrol
Deputy Long. @ 10
Yr, 15 Yr, and 20 Yr

Year 1	5038.05
Year 2	5290.00
Year 3	5554.44
Year 4	5832.22
Year 5	6123.85
Year 6	6215.71
Year 7	6308.94
Year 8	6403.58
Year 9	6499.63
Year 10	6597.13
Year 11	6597.13
Year 12	6597.13
Year 13	6597.13
Year 14	6597.13
Year 15	6694.62
Year 16	6694.62
Year 17	6694.62
Year 18	6694.62
Year 19	6694.62
Year 20	6792.11
Year 21	6792.11
Year 22	6792.11
Year 23	6792.11
Year 24	6792.11
year 25	6792.11

Longevity is calculated from top step (9)

Step 10 - 1.5% above base

Step 15 - 3% above base

Step 20 - 4.5% above base



AGENDA ITEM SUMMARY

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

2f
7/6/21

Department: Human Resources

WORK SESSION ☒ Meeting Date: 7/6/2021

REGULAR AGENDA ☒ Meeting Date: 7/6/2021

Required originals approved and attached? ☒ Not Signed
Will be provided on: 7/6/2021

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 6-30-21 expiration of the 2020-2021 Contract Extension Agreements from the original 2018-2020 Collective Bargaining Agreements (CBA), staff has completed negotiations with the bargaining units of 1619 CD (Corrections Deputies), 1619 D (Patrol Deputies), 1619 LC (Limited Commission), 1619 MP (Managerial & Professional), and Teamsters and have ratified a three-year contract extension agreement with each commencing July 1, 2021 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?** ☐
2021 budgetary impacts will be discussed at the worksession.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the ratified proposed contract extension agreements 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: 6/30/2021

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

Agreement

By and Between

Clallam County

And

The Washington State Council of

County and City Employees, Local 1619-CD

For the Period

July 1, 2021 – June 30, 2024

Contract Extension Agreement

Corrections Deputies

Clallam County/AFSCME 1619-CD
Contract Extension Agreement
7/1/2021 – 6/30/2024

Clallam County (“the County”) and AFSCME Local 1619-CD (“the Union”) have, by mutual agreement, modified the Collective Bargaining Agreement and Extension Agreement, now in effect and expiring June 30, 2021 and shall remain in full force and effect except for updates as follows:

Article 1 – Term of Agreement. Revise as follows:

This AGREEMENT shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024.

This AGREEMENT shall supersede all previous agreements signed between the County and the Union relating to wages and conditions of employment. This Agreement shall take effect on July 1, 2021 or the first of the month following ratification and signature by the parties, whichever is later.

Article 12.10 – Health Insurance Coverage and Employee Welfare, Paragraph A, revise as follows:

- A. During the life of this Agreement, the County will provide health care insurance for employees and their dependents who meet hours of eligibility as specified in Article 2 and in the Teamster Trust. Hours worked in one month qualify an employee for insurance in the following month under the Teamster plan. Lump sum payments made upon termination of employment are not payments, which result in eligibility in the next month.

During the life of this Agreement, the County shall provide the Teamster HMO Plan or the Teamsters Medical Benefits described in pertinent documents of the Washington Teamster Trust, as specified below:

TEAMSTER TRUST MEDICAL BENEFIT PLAN:

- Teamsters Medical Plan Z
- Washington Teamsters Dental Plan B
- Teamsters Vision Care Trust

Effective January 1, 2021, the employer shall contribute up to one thousand three hundred thirty five dollars and sixty cents (\$1,335.60). The bargaining unit has elected to reduce their HRA/VEBA contribution to no less than seventy-five dollars to cover their cost of the medical benefits identified above. Any additional costs for which the employee is responsible for shall be done by payroll deduction unless elected otherwise by the bargaining unit. If the County’s contribution exceeds the cost of the above plans, the difference shall be placed into a Health Reimbursement Account (HRA) established by the County.

Clallam County/AFSCME 1619-CD
Contract Extension Agreement
7/1/2021 – 6/30/2024

The current Employer contribution to the Employee HRA/VEBA is thirteen dollars and sixty-six cents (\$13.66) plus thirty-six dollars and thirty-four cents (\$36.34) by the Employee (by payroll deduction) for a total HRA/VEBA contribution of fifty dollars (\$50.00). As of July 01, 2021, the Employer contribution shall reflect an increase in the amount of seventeen dollars (\$17), for a new total of thirty dollars and sixty-six cents (\$30.66). The seventeen dollars (\$17) reflects the difference between the medical cap (\$1,335.60) and actual cost of Employee selected medical package (currently \$1,318.60). The Employee contribution shall increase to forty-four dollars and thirty-four cents (44.34) for a combined Employer/Employee HRA/VEBA contribution of seventy-five dollars (\$75). This account will be owned by the employee.

Effective January 1, 2022, the County's monthly contribution toward the premium cost for benefits will increase by fifty dollars (\$50.00), making the new employer cap one thousand three hundred eight-five dollars and sixty cents (\$1385.60).

Effective January 1, 2023, the County's monthly contribution toward the premium cost for benefits will increase by fifty dollars (\$50.00), making the new employer cap one thousand four hundred thirty-five dollars and sixty cents (\$1435.60).

Effective January 1, 2024, the County's monthly contribution toward the premium cost for benefits will increase by fifty dollars (\$50.00), making the new employer cap one thousand four hundred eighty-five dollars and sixty cents (\$1485.60).

HRA contributions will continue to be made on a monthly basis.

The County shall continue to pay premium costs up to the stated dollar amount plus fifty percent (50%) of benefit cost in excess of the cap. Increases for which the employee is responsible will first result in a reduction of the HRA contribution to cover such cost.

The bargaining unit may reopen this Article periodically to change the specified Teamster medical benefit plans provided to the group to different selection of plans, provided that the change occurs at a time and in a manner which is permissible under Teamster Trust guidelines and the County's participation agreement, provided that, if the cost of such selection exceeds the cost of the plans identified above, 100% of such excess cost shall be paid by the employee. In the course of such bargaining, the parties may also bargain concerning the increase or reduction in the amount of contribution made by the County to the employees' HRA accounts in order to equalize the health and welfare benefits provided and related costs assumed by the County for bargaining unit employees.

Clallam County/AFSCME 1619-CD
Contract Extension Agreement
7/1/2021 – 6/30/2024

(New) Article 12.15 – COVID Leave.

Effective July 1, 2021, regular full-time employees (defined as thirty-seven and one-half (37.5) hours/week or more) shall be eligible for up to an additional eighty (80) hours of paid sick leave during the 2021 calendar year for absences caused by COVID-related illness or mandatory quarantine because of COVID infection or exposure. This is a contingent benefit and shall have no cash out value should the benefit not be utilized by an employee, nor shall there be carryover of unused COVID leave into the next calendar year. This benefit is retroactive to January 1, 2021 and requires that a physician or the Clallam County Health Officer provide verification to Human Resources.

(New) Article 12.16 – COVID Vaccine Benefit.

Each full-time employee (defined as thirty-seven and one-half (37.5) hours/week or more) who presents proof of completed COVID vaccination treatment to the Human Resources Department (through presentation of a vaccine record from an accredited state agency or health care provider) shall receive sixteen (16) hours of floating holiday in the calendar year in which the employee completed vaccine treatment. This is a one-time benefit and shall have no cash out value nor shall there be carryover of unused hours into the next calendar year.

No further changes to Article 12

Article 13.1 – Wages, revise as follows:

Effective July 01, 2021, Corrections Deputies shall move to the new 9-step wage scale attached as Appendix A. This wage scale reflects a one and a half percent (1.5%) COLA adjustment and is based on eighty five percent (85%) of the Patrol Deputies wage scale. During the life of this contract, the following Cost of Living Adjustments (COLA) shall occur:

- January 01, 2022 – Additional two and one half percent (2.5%) increase over July 01, 2021 wage schedule
- January 01, 2023 – Additional two and one half percent (2.5%) increase over January 01, 2022 wage schedule
- January 01, 2024 – Additional two and one half percent (2.5%) increase over January 01, 2023 wage schedule

The following positions will receive a hazard pay premium of one percent (1%) whenever the County Administrator and/or the Clallam County Board of Commissioners have issued a Declaration of Emergency so long as the Declaration of Emergency remains in effect: Corrections Deputy.

Clallam County/AFSCME 1619-CD
Contract Extension Agreement
7/1/2021 – 6/30/2024

Article 13.6 – Longevity.

Longevity of one and one half percent (1.5%) after the tenth (10th) year anniversary of employment at Clallam County Corrections shall be computed based on top step nine (9) of new wage scale and paid by the County. Longevity of three percent (3%) based after the fifteen (15th) year anniversary of employment at Clallam County Corrections shall be computed based on top step nine (9) of new wage scale and paid by the County. Longevity of four and one half percent (4.5%) after twenty (20th) year anniversary of employment at Clallam County Corrections shall be computed based on top step nine (9) of new wage scale and paid by the County.

(New) Article 13.10 – Accreditation Pay.

To recognize the high standards met, and the efforts involved in the accreditation process, as of July 1, 2021 each employee covered under this Agreement shall receive an additional one percent (1%) monthly accreditation premium pay calculated from the employee's base salary. In the event management does not seek accreditation renewal, or fails the accreditation process, the premium pay shall end on the expiration date of the existing accreditation certification. Accreditation premium pay shall remain in place so long as any portion of the Sheriff's Office (patrol or jail) is accredited. Any eligible employee receiving an evaluation having an overall rating less than satisfactory/meets standards/meets expectations shall have accreditation pay suspended until such time as an overall satisfactory/meets standards/meets expectations (or higher) evaluation is received.

No changes to the rest of Article 13.

**Clallam County/AFSCME 1619-CD
Contract Extension Agreement
7/1/2021 – 6/30/2024**

Date Signed
by Union: _____

Date signed
by County: _____

THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
LOCAL 1619-MP

CLALLAM COUNTY
BOARD OF COMMISSIONERS

Mark Raemer, Local President

Mark Ozias, Chair

Aaron Cole, AFSCME Representative

Bill Peach

Randy Johnson

APPROVED AS TO FORM:

ATTEST:

Matt Lynch, Employment Counsel

Loni Gores
Clerk of the Board

APPENDIX A

Payscale	Patrol Deputies	Corrections Deputies (85% of Deputies)
Year 1	5038.05	4282.34
Year 2	5290	4496.50
Year 3	5554.44	4721.27
Year 4	5832.22	4957.39
Year 5	6123.85	5205.27
Year 6	6215.71	5283.35
Year 7	6308.94	5362.60
Year 8	6403.58	5443.04
Year 9	6499.63	5524.69
Year 10	6597.13	5607.56
Year 11	6597.13	5607.56
Year 12	6597.13	5607.56
Year 13	6597.13	5607.56
Year 14	6597.13	5607.56
Year 15	6694.62	5690.43
Year 16	6694.62	5690.43
Year 17	6694.62	5690.43
Year 18	6694.62	5690.43
Year 19	6694.62	5690.43
Year 20	6792.11	5773.29
Year 21	6792.11	5773.29
Year 22	6792.11	5773.29
Year 23	6792.11	5773.29
Year 24	6792.11	5773.29
year 25	6792.11	5773.29

Longevity is calculated from top step (9)

Step 10 - 1.5% above base

Step 15 - 3% above base

Step 20 - 4.5% above base



AGENDA ITEM SUMMARY

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

29
7/6/21

Department: Human Resources

WORK SESSION ☒ Meeting Date: 7/6/2021

REGULAR AGENDA ☒ Meeting Date: 7/6/2021

Required originals approved and attached? ☒ Not Signed
Will be provided on: 7/6/2021

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 6-30-21 expiration of the 2020-2021 Contract Extension Agreements from the original 2018-2020 Collective Bargaining Agreements (CBA), staff has completed negotiations with the bargaining units of 1619 CD (Corrections Deputies), 1619 D (Patrol Deputies), 1619 LC (Limited Commission), 1619 MP (Managerial & Professional), and Teamsters and have ratified a three-year contract extension agreement with each commencing July 1, 2021 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?** ☐
2021 budgetary impacts will be discussed at the worksession.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the ratified proposed contract extension agreements 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: 6/30/2021

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

Agreement
By and Between
Clallam County
And
Teamsters Local Union No. 589
For the Period

July 1, 2021 – June 30, 2024

Contract Extension Agreement

Teamsters

**Contract Extension Agreement
Clallam County/Teamsters Local 589
7/1/2021 – 6/30/2024**

Clallam County (“the County”) and Teamsters Local 589 (“the Union”) have, by mutual agreement, modified the collective bargaining agreement expiring June 30, 2021, as follows:

ARTICLE 1 – TERM OF AGREEMENT. Revise as follows:

This AGREEMENT shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024.

This AGREEMENT shall supersede all previous agreements signed between the County and the Union relating to wages and conditions of employment. This agreement shall take effect on July 1, 2021 or the first of the month following ratification and signature by both parties, whichever is later.

ARTICLE 21 – COMPENSATION. Revise as follows:

A. Wages

The Teamster Salary Schedule is attached and marked as Appendix A. Appendix A reflects a one percent (1%) Cost of Living Adjustment over the January 1, 2021 wage schedule, to be effective July 1, 2021. Bargaining unit wages shall remain as set forth in Addendum A through December 31, 2021. Thereafter, the wage scale shall be increased as follows:

- January 1, 2022, two percent (2%) Cost of Living Adjustment
- January 1, 2023, two percent (2%) Cost of Living Adjustment
- January 1, 2024, two percent (2%) Cost of Living Adjustment

Appendix B contains Teamster wage rate schedules for employees covered by Addendum C who are participants in the WCTPT.

In addition to the above increases, the following positions will receive a hazard pay premium of one percent (1%) whenever a Declaration of Emergency has been issued by the County Administrator and/or the Clallam County Board of Commissioners for so long as the Declaration of Emergency remains in effect: Senior Juvenile Corrections Officer, Juvenile Corrections Officer and Juvenile Corrections Officer – On Call.

No changes to the rest of Article 21.

**Contract Extension Agreement
Clallam County/Teamsters Local 589
7/1/2021 – 6/30/2024**

ARTICLE 20 – HEALTH BENEFITS. Revise as follows:

- A. During the life of this Agreement, the County will provide Health Care Insurance for eligible employees and their dependents. Employees shall be eligible for benefits under this Article 20 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. The County shall remit premium to the Trust by the fifteenth of the month following any month when hours establish eligibility. Coverage commences according to the terms of the Plan Document. Severance payments of vacation under Article 14(E) are not payments, which result in eligibility in the next month.

Employees who are enrolled in the plans of the Washington Teamsters Welfare Trust as of December, 2006 and employees hired thereafter shall have the Teamsters Medical Benefit Plans as described in pertinent documents of the Washington Teamsters Trust as revised by the Trust periodically, and as revised or changed by the Trust:

TEAMSTER MEDICAL BENEFIT PLANS AS OF July 1, 2021:

The bargaining unit has elected:

Teamsters Dental Plan B

Teamsters Vision Ext

Teamsters Medical Plan B

Effective July 1, 2021, the County will pay up to one thousand one hundred sixty dollars (\$1160.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction. Effective January 1, 2022, the County will pay up to one thousand two hundred ten dollars (\$1210.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction. Effective January 1, 2023, the County will pay up to one thousand two hundred sixty dollars (\$1260.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction. Effective January 1, 2024, the County will pay up to one thousand three hundred ten dollars (\$1310.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction.

- B. To recognize continuous length of service with the County (defined as length of service with the County without a break in service of one hundred eighty (180) consecutive days or more), the County shall provide an additional monthly medical contribution on behalf of each eligible regular full-time employee (minimum thirty-seven and one-half (37.5) hours per week) 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.

**Contract Extension Agreement
Clallam County/Teamsters Local 589
7/1/2021 – 6/30/2024**

- Completion of ten (10) years (anniversary date beginning 11th year of service) – Sixty-five dollars (\$65.00)/month
- Completion of fifteen (15) years (anniversary date beginning 16th year of service) – One hundred dollars (\$100.00)/month
- Completion of 20+ years (anniversary date beginning 21st year of service) – One hundred thirty-five dollars (\$135.00)/month

No changes to the rest of Article 20.

ADDENDUM D – COVID

1. COVID Leave. Effective July 1, 2021, regular full-time employee (defined as thirty seven and one-half (37.5) hours/week) shall be eligible for up to an additional eighty (80) hours of paid sick leave during the 2021 calendar year for absences caused by COVID-related illness or mandatory quarantine because of COVID infection or exposure. This is a contingent benefit and shall have no cash-out value should the benefit not be utilized by an employee, nor shall there be carryover of unused COVID leave into the next calendar year. This benefit is retroactive to January 01, 2021 and requires that a physician or the Clallam County Health Officer provide verification to Human Resources.
2. COVID Vaccine Benefit. Each full-time employee (defined in paragraph 1, above) who presents proof of completed COVID vaccination treatment to the Human Resources Department (through presentation of a vaccine record from an accredited state agency or health care provider) shall receive sixteen (16) hours of floating holidays in the calendar year in which the employee completed vaccine treatment. This is a one-time benefit and shall have no cash-out value nor shall there be carryover of unused hours into the next calendar year.

**Contract Extension Agreement
Clallam County/Teamsters Local 589
7/1/2021 – 6/30/2024**

Date Signed: _____

TEAMSTERS LOCAL UNION NO. 589

Mark Fuller, Secretary-Treasurer

Date Signed: _____

CLALLAM COUNTY
BOARD OF COMMISSIONERS

Mark Ozias , Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores
Clerk of the Board

APPROVED AS TO FORM:

Matthew Lynch, Employment Counsel

APPENDIX A

1-1-21+1.00%

7-1-21 Teamster, FLSA Exempt, 1619MP, 1619LC, DPA

Range	Period	1	2	3	4	5	6	7	8	9
26	Hourly	12.398	12.708	13.025	13.350	13.685	14.025	14.377	14.736	15.105
	40 Hr Monthly	2,148.84	2,202.55	2,257.63	2,314.06	2,371.92	2,431.21	2,491.99	2,554.30	2,618.15
	Annual	25,786.08	26,430.63	27,091.52	27,768.75	28,463.01	29,174.58	29,903.87	30,651.58	31,417.84
27	Hourly	12.708	13.025	13.350	13.685	14.025	14.377	14.736	15.105	15.483
	40 Hr Monthly	2,202.55	2,257.63	2,314.06	2,371.92	2,431.21	2,491.99	2,554.30	2,618.15	2,683.61
	Annual	26,430.63	27,091.52	27,768.75	28,463.01	29,174.58	29,903.87	30,651.58	31,417.84	32,203.35
28	Hourly	13.025	13.350	13.685	14.025	14.377	14.736	15.105	15.483	15.869
	40 Hr Monthly	2,257.63	2,314.06	2,371.92	2,431.21	2,491.99	2,554.30	2,618.15	2,683.61	2,750.70
	Annual	27,091.52	27,768.75	28,463.01	29,174.58	29,903.87	30,651.58	31,417.84	32,203.35	33,008.38
29	Hourly	13.350	13.685	14.025	14.377	14.736	15.105	15.483	15.869	16.266
	40 Hr Monthly	2,314.06	2,371.92	2,431.21	2,491.99	2,554.30	2,618.15	2,683.61	2,750.70	2,819.46
	Annual	27,768.75	28,463.01	29,174.58	29,903.87	30,651.58	31,417.84	32,203.35	33,008.38	33,833.49
30	Hourly	13.685	14.025	14.377	14.736	15.105	15.483	15.869	16.266	16.673
	40 Hr Monthly	2,371.92	2,431.21	2,491.99	2,554.30	2,618.15	2,683.61	2,750.70	2,819.46	2,889.95
	Annual	28,463.01	29,174.58	29,903.87	30,651.58	31,417.84	32,203.35	33,008.38	33,833.49	34,679.37
31	Hourly	14.025	14.377	14.736	15.105	15.483	15.869	16.266	16.673	17.090
	40 Hr Monthly	2,431.21	2,491.99	2,554.30	2,618.15	2,683.61	2,750.70	2,819.46	2,889.95	2,962.19
	Annual	29,174.58	29,903.87	30,651.58	31,417.84	32,203.35	33,008.38	33,833.49	34,679.37	35,546.29
32	Hourly	14.377	14.736	15.105	15.483	15.869	16.266	16.673	17.090	17.517
	40 Hr Monthly	2,491.99	2,554.30	2,618.15	2,683.61	2,750.70	2,819.46	2,889.95	2,962.19	3,036.25
	Annual	29,903.87	30,651.58	31,417.84	32,203.35	33,008.38	33,833.49	34,679.37	35,546.29	36,434.96
33	Hourly	14.736	15.105	15.483	15.869	16.266	16.673	17.090	17.517	17.954
	40 Hr Monthly	2,554.30	2,618.15	2,683.61	2,750.70	2,819.46	2,889.95	2,962.19	3,036.25	3,112.15
	Annual	30,651.58	31,417.84	32,203.35	33,008.38	33,833.49	34,679.37	35,546.29	36,434.96	37,345.78
34	Hourly	15.105	15.483	15.869	16.266	16.673	17.090	17.517	17.954	18.404
	40 Hr Monthly	2,618.15	2,683.61	2,750.70	2,819.46	2,889.95	2,962.19	3,036.25	3,112.15	3,189.95
	Annual	31,417.84	32,203.35	33,008.38	33,833.49	34,679.37	35,546.29	36,434.96	37,345.78	38,279.44
35	Hourly	15.483	15.869	16.266	16.673	17.090	17.517	17.954	18.404	18.865
	40 Hr Monthly	2,683.61	2,750.70	2,819.46	2,889.95	2,962.19	3,036.25	3,112.15	3,189.95	3,269.69
	Annual	32,203.35	33,008.38	33,833.49	34,679.37	35,546.29	36,434.96	37,345.78	38,279.44	39,236.23
36	Hourly	15.869	16.266	16.673	17.090	17.517	17.954	18.404	18.865	19.335
	40 Hr Monthly	2,750.70	2,819.46	2,889.95	2,962.19	3,036.25	3,112.15	3,189.95	3,269.69	3,351.44
	Annual	33,008.38	33,833.49	34,679.37	35,546.29	36,434.96	37,345.78	38,279.44	39,236.23	40,217.25
37	Hourly	16.266	16.673	17.090	17.517	17.954	18.404	18.865	19.335	19.819
	40 Hr Monthly	2,819.46	2,889.95	2,962.19	3,036.25	3,112.15	3,189.95	3,269.69	3,351.44	3,435.21
	Annual	33,833.49	34,679.37	35,546.29	36,434.96	37,345.78	38,279.44	39,236.23	40,217.25	41,222.50
38	Hourly	16.673	17.090	17.517	17.954	18.404	18.865	19.335	19.819	20.315
	40 Hr Monthly	2,889.95	2,962.19	3,036.25	3,112.15	3,189.95	3,269.69	3,351.44	3,435.21	3,521.10
	Annual	34,679.37	35,546.29	36,434.96	37,345.78	38,279.44	39,236.23	40,217.25	41,222.50	42,253.23
39	Hourly	17.090	17.517	17.954	18.404	18.865	19.335	19.819	20.315	20.823
	40 Hr Monthly	2,962.19	3,036.25	3,112.15	3,189.95	3,269.69	3,351.44	3,435.21	3,521.10	3,609.12
	Annual	35,546.29	36,434.96	37,345.78	38,279.44	39,236.23	40,217.25	41,222.50	42,253.23	43,309.44
40	Hourly	17.517	17.954	18.404	18.865	19.335	19.819	20.315	20.823	21.342
	40 Hr Monthly	3,036.25	3,112.15	3,189.95	3,269.69	3,351.44	3,435.21	3,521.10	3,609.12	3,699.35
	Annual	36,434.96	37,345.78	38,279.44	39,236.23	40,217.25	41,222.50	42,253.23	43,309.44	44,392.23

*Ranges 1-25 are excluded due to WA State Minimum Wage Law

2018=\$11.50/hour 2019=\$12.00/hour 2020=\$13.50

*1619LC hired prior to 7/1/2018 will be paid an additional 5% in their respective range/step

1-1-21+1.00%

7-1-21 Teamster, FLSA Exempt, 1619MP, 1619LC, DPA

Range	Period	1	2	3	4	5	6	7	8	9
41	Hourly	17.954	18.404	18.865	19.335	19.819	20.315	20.823	21.342	21.876
	40 Hr Monthly	3,112.15	3,189.95	3,269.69	3,351.44	3,435.21	3,521.10	3,609.12	3,699.35	3,791.85
	Annual	37,345.78	38,279.44	39,236.23	40,217.25	41,222.50	42,253.23	43,309.44	44,392.23	45,502.16
42	Hourly	18.404	18.865	19.335	19.819	20.315	20.823	21.342	21.876	22.423
	40 Hr Monthly	3,189.95	3,269.69	3,351.44	3,435.21	3,521.10	3,609.12	3,699.35	3,791.85	3,886.64
	Annual	38,279.44	39,236.23	40,217.25	41,222.50	42,253.23	43,309.44	44,392.23	45,502.16	46,639.64
43	Hourly	18.865	19.335	19.819	20.315	20.823	21.342	21.876	22.423	22.984
	40 Hr Monthly	3,269.69	3,351.44	3,435.21	3,521.10	3,609.12	3,699.35	3,791.85	3,886.64	3,983.80
	Annual	39,236.23	40,217.25	41,222.50	42,253.23	43,309.44	44,392.23	45,502.16	46,639.64	47,805.65
44	Hourly	19.335	19.819	20.315	20.823	21.342	21.876	22.423	22.984	23.559
	40 Hr Monthly	3,351.44	3,435.21	3,521.10	3,609.12	3,699.35	3,791.85	3,886.64	3,983.80	4,083.40
	Annual	40,217.25	41,222.50	42,253.23	43,309.44	44,392.23	45,502.16	46,639.64	47,805.65	49,000.75
45	Hourly	19.819	20.315	20.823	21.342	21.876	22.423	22.984	23.559	24.147
	40 Hr Monthly	3,435.21	3,521.10	3,609.12	3,699.35	3,791.85	3,886.64	3,983.80	4,083.40	4,185.49
	Annual	41,222.50	42,253.23	43,309.44	44,392.23	45,502.16	46,639.64	47,805.65	49,000.75	50,225.87
46	Hourly	20.315	20.823	21.342	21.876	22.423	22.984	23.559	24.147	24.751
	40 Hr Monthly	3,521.10	3,609.12	3,699.35	3,791.85	3,886.64	3,983.80	4,083.40	4,185.49	4,290.11
	Annual	42,253.23	43,309.44	44,392.23	45,502.16	46,639.64	47,805.65	49,000.75	50,225.87	51,481.33
47	Hourly	20.823	21.342	21.876	22.423	22.984	23.559	24.147	24.751	25.370
	40 Hr Monthly	3,609.12	3,699.35	3,791.85	3,886.64	3,983.80	4,083.40	4,185.49	4,290.11	4,397.36
	Annual	43,309.44	44,392.23	45,502.16	46,639.64	47,805.65	49,000.75	50,225.87	51,481.33	52,768.35
48	Hourly	21.342	21.876	22.423	22.984	23.559	24.147	24.751	25.370	26.004
	40 Hr Monthly	3,699.35	3,791.85	3,886.64	3,983.80	4,083.40	4,185.49	4,290.11	4,397.36	4,507.31
	Annual	44,392.23	45,502.16	46,639.64	47,805.65	49,000.75	50,225.87	51,481.33	52,768.35	54,087.78
49	Hourly	21.876	22.423	22.984	23.559	24.147	24.751	25.370	26.004	26.654
	40 Hr Monthly	3,791.85	3,886.64	3,983.80	4,083.40	4,185.49	4,290.11	4,397.36	4,507.31	4,619.99
	Annual	45,502.16	46,639.64	47,805.65	49,000.75	50,225.87	51,481.33	52,768.35	54,087.78	55,439.88
50	Hourly	22.423	22.984	23.559	24.147	24.751	25.370	26.004	26.654	27.320
	40 Hr Monthly	3,886.64	3,983.80	4,083.40	4,185.49	4,290.11	4,397.36	4,507.31	4,619.99	4,735.49
	Annual	46,639.64	47,805.65	49,000.75	50,225.87	51,481.33	52,768.35	54,087.78	55,439.88	56,825.91
51	Hourly	22.984	23.559	24.147	24.751	25.370	26.004	26.654	27.320	28.003
	40 Hr Monthly	3,983.80	4,083.40	4,185.49	4,290.11	4,397.36	4,507.31	4,619.99	4,735.49	4,853.87
	Annual	47,805.65	49,000.75	50,225.87	51,481.33	52,768.35	54,087.78	55,439.88	56,825.91	58,246.42
52	Hourly	23.559	24.147	24.751	25.370	26.004	26.654	27.320	28.003	28.704
	40 Hr Monthly	4,083.40	4,185.49	4,290.11	4,397.36	4,507.31	4,619.99	4,735.49	4,853.87	4,975.21
	Annual	49,000.75	50,225.87	51,481.33	52,768.35	54,087.78	55,439.88	56,825.91	58,246.42	59,702.51
53	Hourly	24.147	24.751	25.370	26.004	26.654	27.320	28.003	28.704	29.421
	40 Hr Monthly	4,185.49	4,290.11	4,397.36	4,507.31	4,619.99	4,735.49	4,853.87	4,975.21	5,099.60
	Annual	50,225.87	51,481.33	52,768.35	54,087.78	55,439.88	56,825.91	58,246.42	59,702.51	61,195.16
54	Hourly	24.751	25.370	26.004	26.654	27.320	28.003	28.704	29.421	30.155
	40 Hr Monthly	4,290.11	4,397.36	4,507.31	4,619.99	4,735.49	4,853.87	4,975.21	5,099.60	5,227.09
	Annual	51,481.33	52,768.35	54,087.78	55,439.88	56,825.91	58,246.42	59,702.51	61,195.16	62,725.05
55	Hourly	25.370	26.004	26.654	27.320	28.003	28.704	29.421	30.155	30.910
	40 Hr Monthly	4,397.36	4,507.31	4,619.99	4,735.49	4,853.87	4,975.21	5,099.60	5,227.09	5,357.75
	Annual	52,768.35	54,087.78	55,439.88	56,825.91	58,246.42	59,702.51	61,195.16	62,725.05	64,293.02

*Ranges 1-25 are excluded due to WA State Minimum Wage Law

2018=\$11.50/hour 2019=\$12.00/hour 2020=\$13.50

*1619LC hired prior to 7/1/2018 will be paid an additional 5% in their respective range/step

I-1-21+1.00%

7-1-21 Teamster, FLSA Exempt, 1619MP, 1619LC, DPA

Range	Period	1	2	3	4	5	6	7	8	9
56	Hourly	26.004	26.654	27.320	28.003	28.704	29.421	30.155	30.910	31.683
	40 Hr Monthly	4,507.31	4,619.99	4,735.49	4,853.87	4,975.21	5,099.60	5,227.09	5,357.75	5,491.70
	Annual	54,087.78	55,439.88	56,825.91	58,246.42	59,702.51	61,195.16	62,725.05	64,293.02	65,900.45
57	Hourly	26.654	27.320	28.003	28.704	29.421	30.155	30.910	31.683	32.476
	40 Hr Monthly	4,619.99	4,735.49	4,853.87	4,975.21	5,099.60	5,227.09	5,357.75	5,491.70	5,629.00
	Annual	55,439.88	56,825.91	58,246.42	59,702.51	61,195.16	62,725.05	64,293.02	65,900.45	67,548.04
58	Hourly	27.320	28.003	28.704	29.421	30.155	30.910	31.683	32.476	33.287
	40 Hr Monthly	4,735.49	4,853.87	4,975.21	5,099.60	5,227.09	5,357.75	5,491.70	5,629.00	5,769.72
	Annual	56,825.91	58,246.42	59,702.51	61,195.16	62,725.05	64,293.02	65,900.45	67,548.04	69,236.61
59	Hourly	28.003	28.704	29.421	30.155	30.910	31.683	32.476	33.287	34.120
	40 Hr Monthly	4,853.87	4,975.21	5,099.60	5,227.09	5,357.75	5,491.70	5,629.00	5,769.72	5,913.97
	Annual	58,246.42	59,702.51	61,195.16	62,725.05	64,293.02	65,900.45	67,548.04	69,236.61	70,967.69
60	Hourly	28.704	29.421	30.155	30.910	31.683	32.476	33.287	34.120	34.973
	40 Hr Monthly	4,975.21	5,099.60	5,227.09	5,357.75	5,491.70	5,629.00	5,769.72	5,913.97	6,061.82
	Annual	59,702.51	61,195.16	62,725.05	64,293.02	65,900.45	67,548.04	69,236.61	70,967.69	72,741.84
61	Hourly	29.421	30.155	30.910	31.683	32.476	33.287	34.120	34.973	35.846
	40 Hr Monthly	5,099.60	5,227.09	5,357.75	5,491.70	5,629.00	5,769.72	5,913.97	6,061.82	6,213.37
	Annual	61,195.16	62,725.05	64,293.02	65,900.45	67,548.04	69,236.61	70,967.69	72,741.84	74,560.43
62	Hourly	30.155	30.910	31.683	32.476	33.287	34.120	34.973	35.846	36.743
	40 Hr Monthly	5,227.09	5,357.75	5,491.70	5,629.00	5,769.72	5,913.97	6,061.82	6,213.37	6,368.71
	Annual	62,725.05	64,293.02	65,900.45	67,548.04	69,236.61	70,967.69	72,741.84	74,560.43	76,424.57
63	Hourly	30.910	31.683	32.476	33.287	34.120	34.973	35.846	36.743	37.661
	40 Hr Monthly	5,357.75	5,491.70	5,629.00	5,769.72	5,913.97	6,061.82	6,213.37	6,368.71	6,527.93
	Annual	64,293.02	65,900.45	67,548.04	69,236.61	70,967.69	72,741.84	74,560.43	76,424.57	78,335.10
64	Hourly	31.683	32.476	33.287	34.120	34.973	35.846	36.743	37.661	38.603
	40 Hr Monthly	5,491.70	5,629.00	5,769.72	5,913.97	6,061.82	6,213.37	6,368.71	6,527.93	6,691.13
	Annual	65,900.45	67,548.04	69,236.61	70,967.69	72,741.84	74,560.43	76,424.57	78,335.10	80,293.54
65	Hourly	32.476	33.287	34.120	34.973	35.846	36.743	37.661	38.603	39.567
	40 Hr Monthly	5,629.00	5,769.72	5,913.97	6,061.82	6,213.37	6,368.71	6,527.93	6,691.13	6,858.41
	Annual	67,548.04	69,236.61	70,967.69	72,741.84	74,560.43	76,424.57	78,335.10	80,293.54	82,300.86
66	Hourly	33.287	34.120	34.973	35.846	36.743	37.661	38.603	39.567	40.557
	40 Hr Monthly	5,769.72	5,913.97	6,061.82	6,213.37	6,368.71	6,527.93	6,691.13	6,858.41	7,029.86
	Annual	69,236.61	70,967.69	72,741.84	74,560.43	76,424.57	78,335.10	80,293.54	82,300.86	84,358.30
67	Hourly	34.120	34.973	35.846	36.743	37.661	38.603	39.567	40.557	41.570
	40 Hr Monthly	5,913.97	6,061.82	6,213.37	6,368.71	6,527.93	6,691.13	6,858.41	7,029.86	7,205.60
	Annual	70,967.69	72,741.84	74,560.43	76,424.57	78,335.10	80,293.54	82,300.86	84,358.30	86,467.26
68	Hourly	34.973	35.846	36.743	37.661	38.603	39.567	40.557	41.570	42.610
	40 Hr Monthly	6,061.82	6,213.37	6,368.71	6,527.93	6,691.13	6,858.41	7,029.86	7,205.60	7,385.74
	Annual	72,741.84	74,560.43	76,424.57	78,335.10	80,293.54	82,300.86	84,358.30	86,467.26	88,628.82
69	Hourly	35.846	36.743	37.661	38.603	39.567	40.557	41.570	42.610	43.676
	40 Hr Monthly	6,213.37	6,368.71	6,527.93	6,691.13	6,858.41	7,029.86	7,205.60	7,385.74	7,570.39
	Annual	74,560.43	76,424.57	78,335.10	80,293.54	82,300.86	84,358.30	86,467.26	88,628.82	90,844.67
70	Hourly	36.743	37.661	38.603	39.567	40.557	41.570	42.610	43.676	44.768
	40 Hr Monthly	6,368.71	6,527.93	6,691.13	6,858.41	7,029.86	7,205.60	7,385.74	7,570.39	7,759.65
	Annual	76,424.57	78,335.10	80,293.54	82,300.86	84,358.30	86,467.26	88,628.82	90,844.67	93,115.76

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2018=\$11.50/hour 2019=\$12.00/hour 2020=\$13.50

*1619LC hired prior to 7/1/2018 will be paid an additional 5% in their respective range/step

1-1-21+1.00%

7-1-21 Teamster, FLSA Exempt, 1619MP, 1619LC, DPA

Range	Period	1	2	3	4	5	6	7	8	9
71	Hourly	37.661	38.603	39.567	40.557	41.570	42.610	43.676	44.768	45.886
	40 Hr Monthly	6,527.93	6,691.13	6,858.41	7,029.86	7,205.60	7,385.74	7,570.39	7,759.65	7,953.62
	Annual	78,335.10	80,293.54	82,300.86	84,358.30	86,467.26	88,628.82	90,844.67	93,115.76	95,443.48
72	Hourly	38.603	39.567	40.557	41.570	42.610	43.676	44.768	45.886	47.034
	40 Hr Monthly	6,691.13	6,858.41	7,029.86	7,205.60	7,385.74	7,570.39	7,759.65	7,953.62	8,152.47
	Annual	80,293.54	82,300.86	84,358.30	86,467.26	88,628.82	90,844.67	93,115.76	95,443.48	97,829.64
73	Hourly	39.567	40.557	41.570	42.610	43.676	44.768	45.886	47.034	48.209
	40 Hr Monthly	6,858.41	7,029.86	7,205.60	7,385.74	7,570.39	7,759.65	7,953.62	8,152.47	8,356.27
	Annual	82,300.86	84,358.30	86,467.26	88,628.82	90,844.67	93,115.76	95,443.48	97,829.64	100,275.20
74	Hourly	40.557	41.570	42.610	43.676	44.768	45.886	47.034	48.209	49.414
	40 Hr Monthly	7,029.86	7,205.60	7,385.74	7,570.39	7,759.65	7,953.62	8,152.47	8,356.27	8,565.17
	Annual	84,358.30	86,467.26	88,628.82	90,844.67	93,115.76	95,443.48	97,829.64	100,275.20	102,782.10
75	Hourly	41.570	42.610	43.676	44.768	45.886	47.034	48.209	49.414	50.649
	40 Hr Monthly	7,205.60	7,385.74	7,570.39	7,759.65	7,953.62	8,152.47	8,356.27	8,565.17	8,779.31
	Annual	86,467.26	88,628.82	90,844.67	93,115.76	95,443.48	97,829.64	100,275.20	102,782.10	105,351.72
76	Hourly	42.610	43.676	44.768	45.886	47.034	48.209	49.414	50.649	51.916
	40 Hr Monthly	7,385.74	7,570.39	7,759.65	7,953.62	8,152.47	8,356.27	8,565.17	8,779.31	8,998.80
	Annual	88,628.82	90,844.67	93,115.76	95,443.48	97,829.64	100,275.20	102,782.10	105,351.72	107,985.59
77	Hourly	43.676	44.768	45.886	47.034	48.209	49.414	50.649	51.916	53.214
	40 Hr Monthly	7,570.39	7,759.65	7,953.62	8,152.47	8,356.27	8,565.17	8,779.31	8,998.80	9,223.77
	Annual	90,844.67	93,115.76	95,443.48	97,829.64	100,275.20	102,782.10	105,351.72	107,985.59	110,685.23
78	Hourly	44.768	45.886	47.034	48.209	49.414	50.649	51.916	53.214	54.543
	40 Hr Monthly	7,759.65	7,953.62	8,152.47	8,356.27	8,565.17	8,779.31	8,998.80	9,223.77	9,454.36
	Annual	93,115.76	95,443.48	97,829.64	100,275.20	102,782.10	105,351.72	107,985.59	110,685.23	113,452.30
79	Hourly	45.886	47.034	48.209	49.414	50.649	51.916	53.214	54.543	55.908
	40 Hr Monthly	7,953.62	8,152.47	8,356.27	8,565.17	8,779.31	8,998.80	9,223.77	9,454.36	9,690.73
	Annual	95,443.48	97,829.64	100,275.20	102,782.10	105,351.72	107,985.59	110,685.23	113,452.30	116,288.74
80	Hourly	47.034	48.209	49.414	50.649	51.916	53.214	54.543	55.908	57.306
	40 Hr Monthly	8,152.47	8,356.27	8,565.17	8,779.31	8,998.80	9,223.77	9,454.36	9,690.73	9,932.98
	Annual	97,829.64	100,275.20	102,782.10	105,351.72	107,985.59	110,685.23	113,452.30	116,288.74	119,195.80
81	Hourly	48.209	49.414	50.649	51.916	53.214	54.543	55.908	57.306	58.740
	40 Hr Monthly	8,356.27	8,565.17	8,779.31	8,998.80	9,223.77	9,454.36	9,690.73	9,932.98	10,181.32
	Annual	100,275.20	102,782.10	105,351.72	107,985.59	110,685.23	113,452.30	116,288.74	119,195.80	122,175.83
82	Hourly	49.414	50.649	51.916	53.214	54.543	55.908	57.306	58.740	60.208
	40 Hr Monthly	8,565.17	8,779.31	8,998.80	9,223.77	9,454.36	9,690.73	9,932.98	10,181.32	10,435.86
	Annual	102,782.10	105,351.72	107,985.59	110,685.23	113,452.30	116,288.74	119,195.80	122,175.83	125,230.35
83	Hourly	50.649	51.916	53.214	54.543	55.908	57.306	58.740	60.208	61.712
	40 Hr Monthly	8,779.31	8,998.80	9,223.77	9,454.36	9,690.73	9,932.98	10,181.32	10,435.86	10,696.76
	Annual	105,351.72	107,985.59	110,685.23	113,452.30	116,288.74	119,195.80	122,175.83	125,230.35	128,361.17
84	Hourly	51.916	53.214	54.543	55.908	57.306	58.740	60.208	61.712	63.255
	40 Hr Monthly	8,998.80	9,223.77	9,454.36	9,690.73	9,932.98	10,181.32	10,435.86	10,696.76	10,964.17
	Annual	107,985.59	110,685.23	113,452.30	116,288.74	119,195.80	122,175.83	125,230.35	128,361.17	131,570.08
85	Hourly	53.214	54.543	55.908	57.306	58.740	60.208	61.712	63.255	64.837
	40 Hr Monthly	9,223.77	9,454.36	9,690.73	9,932.98	10,181.32	10,435.86	10,696.76	10,964.17	11,238.29
	Annual	110,685.23	113,452.30	116,288.74	119,195.80	122,175.83	125,230.35	128,361.17	131,570.08	134,859.44

*Ranges 1-25 are excluded due to WA State Minimum Wage Law

2018=\$11.50/hour 2019=\$12.00/hour 2020=\$13.50

*1619LC hired prior to 7/1/2018 will be paid an additional 5% in their respective range/step

1-1-21+1.00%

7-1-21 Teamster, FLSA Exempt, 1619MP, 1619LC, DPA

Range	Period	1	2	3	4	5	6	7	8	9
86	Hourly	54.543	55.908	57.306	58.740	60.208	61.712	63.255	64.837	66.456
	40 Hr Monthly	9,454.36	9,690.73	9,932.98	10,181.32	10,435.86	10,696.76	10,964.17	11,238.29	11,519.24
	Annual	113,452.30	116,288.74	119,195.80	122,175.83	125,230.35	128,361.17	131,570.08	134,859.44	138,230.91
87	Hourly	55.908	57.306	58.740	60.208	61.712	63.255	64.837	66.456	68.119
	40 Hr Monthly	9,690.73	9,932.98	10,181.32	10,435.86	10,696.76	10,964.17	11,238.29	11,519.24	11,807.23
	Annual	116,288.74	119,195.80	122,175.83	125,230.35	128,361.17	131,570.08	134,859.44	138,230.91	141,686.70
88	Hourly	57.306	58.740	60.208	61.712	63.255	64.837	66.456	68.119	69.822
	40 Hr Monthly	9,932.98	10,181.32	10,435.86	10,696.76	10,964.17	11,238.29	11,519.24	11,807.23	12,102.41
	Annual	119,195.80	122,175.83	125,230.35	128,361.17	131,570.08	134,859.44	138,230.91	141,686.70	145,228.90
89	Hourly	58.740	60.208	61.712	63.255	64.837	66.456	68.119	69.822	71.566
	40 Hr Monthly	10,181.32	10,435.86	10,696.76	10,964.17	11,238.29	11,519.24	11,807.23	12,102.41	12,404.96
	Annual	122,175.83	125,230.35	128,361.17	131,570.08	134,859.44	138,230.91	141,686.70	145,228.90	148,859.57
90	Hourly	60.208	61.712	63.255	64.837	66.456	68.119	69.822	71.566	73.356
	40 Hr Monthly	10,435.86	10,696.76	10,964.17	11,238.29	11,519.24	11,807.23	12,102.41	12,404.96	12,715.08
	Annual	125,230.35	128,361.17	131,570.08	134,859.44	138,230.91	141,686.70	145,228.90	148,859.57	152,580.94
91	Hourly	61.712	63.255	64.837	66.456	68.119	69.822	71.566	73.356	75.190
	40 Hr Monthly	10,696.76	10,964.17	11,238.29	11,519.24	11,807.23	12,102.41	12,404.96	12,715.08	13,032.96
	Annual	128,361.17	131,570.08	134,859.44	138,230.91	141,686.70	145,228.90	148,859.57	152,580.94	156,395.50
92	Hourly	63.255	64.837	66.456	68.119	69.822	71.566	73.356	75.190	77.070
	40 Hr Monthly	10,964.17	11,238.29	11,519.24	11,807.23	12,102.41	12,404.96	12,715.08	13,032.96	13,358.79
	Annual	131,570.08	134,859.44	138,230.91	141,686.70	145,228.90	148,859.57	152,580.94	156,395.50	160,305.45
93	Hourly	64.837	66.456	68.119	69.822	71.566	73.356	75.190	77.070	78.996
	40 Hr Monthly	11,238.29	11,519.24	11,807.23	12,102.41	12,404.96	12,715.08	13,032.96	13,358.79	13,692.75
	Annual	134,859.44	138,230.91	141,686.70	145,228.90	148,859.57	152,580.94	156,395.50	160,305.45	164,313.03
94	Hourly	66.456	68.119	69.822	71.566	73.356	75.190	77.070	78.996	80.972
	40 Hr Monthly	11,519.24	11,807.23	12,102.41	12,404.96	12,715.08	13,032.96	13,358.79	13,692.75	14,035.07
	Annual	138,230.91	141,686.70	145,228.90	148,859.57	152,580.94	156,395.50	160,305.45	164,313.03	168,420.85
95	Hourly	68.119	69.822	71.566	73.356	75.190	77.070	78.996	80.972	82.997
	40 Hr Monthly	11,807.23	12,102.41	12,404.96	12,715.08	13,032.96	13,358.79	13,692.75	14,035.07	14,385.95
	Annual	141,686.70	145,228.90	148,859.57	152,580.94	156,395.50	160,305.45	164,313.03	168,420.85	172,631.41
96	Hourly	69.822	71.566	73.356	75.190	77.070	78.996	80.972	82.997	85.071
	40 Hr Monthly	12,102.41	12,404.96	12,715.08	13,032.96	13,358.79	13,692.75	14,035.07	14,385.95	14,745.61
	Annual	145,228.90	148,859.57	152,580.94	156,395.50	160,305.45	164,313.03	168,420.85	172,631.41	176,947.35
97	Hourly	71.566	73.356	75.190	77.070	78.996	80.972	82.997	85.071	87.198
	40 Hr Monthly	12,404.96	12,715.08	13,032.96	13,358.79	13,692.75	14,035.07	14,385.95	14,745.61	15,114.24
	Annual	148,859.57	152,580.94	156,395.50	160,305.45	164,313.03	168,420.85	172,631.41	176,947.35	181,370.87
98	Hourly	73.356	75.190	77.070	78.996	80.972	82.997	85.071	87.198	89.378
	40 Hr Monthly	12,715.08	13,032.96	13,358.79	13,692.75	14,035.07	14,385.95	14,745.61	15,114.24	15,492.11
	Annual	152,580.94	156,395.50	160,305.45	164,313.03	168,420.85	172,631.41	176,947.35	181,370.87	185,905.30
99	Hourly	75.190	77.070	78.996	80.972	82.997	85.071	87.198	89.378	91.611
	40 Hr Monthly	13,032.96	13,358.79	13,692.75	14,035.07	14,385.95	14,745.61	15,114.24	15,492.11	15,879.42
	Annual	156,395.50	160,305.45	164,313.03	168,420.85	172,631.41	176,947.35	181,370.87	185,905.30	190,552.99
100	Hourly	77.070	78.996	80.972	82.997	85.071	87.198	89.378	91.611	93.902
	40 Hr Monthly	13,358.79	13,692.75	14,035.07	14,385.95	14,745.61	15,114.24	15,492.11	15,879.42	16,276.39
	Annual	160,305.45	164,313.03	168,420.85	172,631.41	176,947.35	181,370.87	185,905.30	190,552.99	195,316.72

*Ranges 1-25 are excluded due to WA State Minimum Wage Law

2018=\$11.50/hour 2019=\$12.00/hour 2020=\$13.50

*1619LC hired prior to 7/1/2018 will be paid an additional 5% in their respective range/step

**Letter of Understanding
Between Teamsters Local Union No. 589 and Clallam County**

Teamsters Local Union Number 589 (Union) and Clallam County (Employer) agree to the following language changes to the contract extension effective July 01, 2021 through June 30, 2024:

ARTICLE 21 - COMPENSATION

- January 01, 2022, a two and one half percent (2.5%) Cost of Living Adjustment (COLA) shall be made to the July 01, 2021 Teamsters pay schedule (replaces two percent COLA language).
- January 01, 2023, a two and one half percent (2.5%) Cost of Living Adjustment (COLA) shall be made to the January 01, 2022 Teamsters pay schedule (replaces two percent COLA language).
- January 01, 2024, a two and one half (2.5) Cost of Living Adjustment (COLA) shall be made to the January 01, 2023 Teamsters pay schedule (replaces two percent COLA language).

No further changes to Article 21.

Date Signed: _____

Date Signed: _____

TEAMSTERS LOCAL UNION NO. 589

CLALLAM COUNTY

BOARD OF COMMISSIONERS

Mark Fuller, Secretary-Treasurer

Mark Ozias , Chair

Randy Johnson

Bill Peach

APPROVED AS TO FORM:

ATTEST:

Matthew Lynch, Employment Council

Loni Gores, Clerk of the Board



AGENDA ITEM SUMMARY

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

30
7/6/21

Department: Auditor

WORK SESSION ☒ **Meeting Date:** **June 28, 2021**

REGULAR AGENDA ☒ **Meeting Date:** **July 6, 2021**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

As a result of ESSHB 1277 – Eviction Prevention – Recorded Document Surcharge, passed during the 2021 Legislative Session, effective July 25, 2021, recording fees will increase on most recorded documents by \$100.00.

The funds collected will be deposited into a state fund.

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?)

The Auditor requests the Board to approve the Notice of Public Hearing.

County Official signature & print name: Sandra L. Williams - Sandra L. Williams
Chief Deputy

Name of Employee/Stakeholder attending meeting: _____ Auditors Office _____

Relevant Departments: _____ Auditors Office _____

Date submitted: June 21, 2021

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

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

PUBLIC HEARING

Proposed Clallam County Ordinance
*Amending Clallam County Code, Chapter 5.100 Consolidated Fee Schedule –
Auditor's Office Services Fee Schedule 510-A*

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, July 20, 2021 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The purpose of the public hearing is to consider an ordinance amending Chapter 5.100 Consolidated Fee Schedule – Auditor's Office Services Fee Schedule 510-A, the text of which is being published in summary and in compliance with RCW 65.16.160 and Clallam County Charter Section 3.10. *(NOTE: The full text will be mailed without charge upon request – see "Proponent" below for the address and/or telephone number.) All proposed ordinances are available on the County website www.clallam.net.*

Comments for or against this proposed ordinance are encouraged. Interested persons must either submit their written comments before the hearing is commenced (see Proponent's address below) or present written and/or oral comments in person during the public hearing.

In compliance with the Americans with Disabilities Act (ADA), appropriate aids and/or reasonable accommodations will be made available upon request. Requests must be received at least seven (7) days prior to the hearing – see "Proponent" below. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Ordinance amending CCC 5.100 Consolidated Fee Schedule – Auditor's Office Services Fee Schedule 510-A.

DESCRIPTIVE TITLE: Auditor's Office Services Fee Schedule 510-A.

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

1. Ordinance amending Chapter 5.100 Consolidated Fee Schedule – Auditor's Office Services Fee Schedule 510-A.
 - Engrossed Second Substitute House Bill 1277 – Eviction Prevention – Recorded Document Surcharge, passed during the 2021 Legislative Session. ESSHB 1277 takes effect on July 25, 2021.

Publish: July 9, 2021
Bill: Auditor's Office

Loni Gores, Clerk of the Board

Ordinance _____

Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule –
Auditor's Office Services Fee Schedule 510-A

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1. Section 5.100.510, Fees for the Auditor's Office Services Fee Schedule 510-A are amended to read as follow:

See attached Auditor's Office Services Fee Schedule 510-A.

Section 2. Effective Date.

This ordinance shall become effective on the date upon which the Board of County Commissioners takes legislative action to comply with the requirements of ESSHB 1277, which was passed during the 2021 Legislative Session.

ADOPTED this twentieth day of July 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

AUDITOR'S FEE SCHEDULE 510-A
EFFECTIVE JULY ~~2825, 2019~~2021

RECORDING	FEE	REFERENCE
Standard Document	~~\$103.50~~ <u>203.50</u> for first page; \$1 for each additional page	RCW 36.22.170 RCW 36.22
State, County and City Liens and Releases	\$39 for first page; \$1 for each additional page	RCW 36.18.010 RCW 36.22.175 RCW 36.22.178
Deed of Trust	~~\$104.50~~ <u>204.50</u> for first page; \$1 for each additional page	RCW 36.22.181 RCW 36.22.170 RCW 36.22 RCW 36.18.010 RCW 36.22.175 RCW 36.22.178
Birth/Death Certificate Marriage Dissolution	\$39 for first page; \$1 for each additional page	RCW 36.22.181 RCW 36.22.170 RCW 36.22 RCW 36.18.010 RCW 36.22.175 RCW 36.22.178
Assignment of Deed of Trust, Resignation and Appointment of Successor Trustee, Appointment of Trustee, and Substitution of Trustee	\$18 for first page; \$1 for each additional page	RCW 36.22.170 RCW 36.18.010 RCW 36.22.175
Short Plat, Binding Site Plan, Condos, Large Lot Subdivision Map	~~\$187.50~~ <u>287.50</u>	RCW 36.22.170 RCW 36.22 RCW 36.18.010 RCW 36.22.175 RCW 36.22.178 RCW 58.24.070
Survey	~~\$187.50~~ <u>287.50</u> for first page; \$5 for each additional page	RCW 36.22.170 RCW 36.22 RCW 36.18.010 RCW 36.22.175 RCW 36.22.178 RCW 58.24.070 RCW 58.09.100
Process Server Registration	\$10	RCW 36.22.170 RCW 36.22 RCW 36.18.010 RCW 36.22.175 RCW 36.22.178 RCW 36.22.210

AUDITOR'S FEE SCHEDULE 510-A EFFECTIVE JULY ~~2825~~ , ~~2019~~ 2021		
MISCELLANEOUS CHARGES	FEE	REFERENCE
Records Search for Recorded Document(s)	\$8/hour; 1 hour minimum	RCW 36.18.010
Administration of Oath, Taking of Affidavit (with or without seal)	\$2	RCW 36.18.010
Nonstandard Document	\$50+ normal recording fees	RCW 36.18.010
Certified Copy of Recorded Documents	\$3 for first page; \$1 for each additional page	RCW 36.18.010
Non-certified Copy of Recorded Document*	\$1 per page	RCW 36.18.010
Maps	\$5 per page	RCW 36.18.050
UCC Filings (National Form Accepted)	~~\$103.50~~ 203.50 for first page; \$1 for each additional page ~~\$103.50~~ 203.50	
Terminations		
Employment Security Documents	\$36 for first page; \$1 for each additional page	
Military Discharge Papers (DD-214)	\$0	
Request for Exemption from Public Disclosure	\$7	
Passport	As posted	
Multiple Transactions	~~\$103.50~~ 203.50/first, ~~\$103.50~~ 203.50/additional; \$1/each additional page	
LICENSES	FEE	REFERENCE
Marriage License	\$62	RCW 36.22.170 RCW 36.18.010 RCW 36.22.175 RCW 26.12.220 RCW 26.04.160
Process Server	\$10 annually	
Pawnbroker	\$250 annually	
Junk Dealers – Secondhand Dealers	\$100 annually	
Massage Parlor/Individual Operator	\$100 annually	
Dance Halls	\$150 annually	
Single dance	\$25 annually	

* Copy means photo or electronic



AGENDA ITEM SUMMARY

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

3b
7/6/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 06-28-21

REGULAR AGENDA ☒ Meeting Date: 07-06-21

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Behavioral Health Advisory Board due to a resignation.

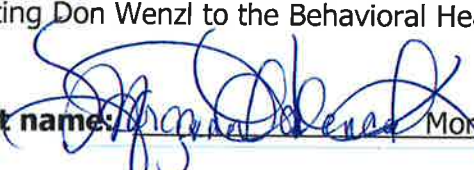
Sheriff Benedict endorses the appointment of Don Wenzl to the Behavioral Health Program Fund Advisory Board.

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

None

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

Approve and sign resolution appointing Don Wenzl to the Behavioral Health Program Fund Advisory Board.

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: BOCC

Relevant Departments: BOCC

Date submitted: 06-18-21

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

Appointing Don Wenzl 07-06-21
Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE BEHAVIORAL HEALTH PROGRAM
FUND ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Behavioral Health Advisory Board due to a resignation.
2. Sheriff Benedict endorses the appointment of Don Wenzl to the Behavioral Health Program Fund Advisory Board.

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

1. **Don Wenzl** is appointed as the Sheriff's Office representative for a standing term.

PASSED AND ADOPTED this sixth day of July 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: A22.52
Appointee(s)
HHS



AGENDA ITEM SUMMARY

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

32
7/6/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 06-28-21

REGULAR AGENDA ☒ Meeting Date: 07-06-21

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Heritage Advisory Board for a representative of District II due to the untimely passing of a member. A press release was issued during the month of May 2021 soliciting applications from interested citizens. One application was received.

Commissioner Randy Johnson endorses the appointment of Paula Hunt to the Heritage Advisory Board.

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

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

Approve and sign resolution appointing Paula Hunt to the Heritage Advisory Board.

County Official signature & print name: Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: BOCC

Relevant Departments: BOCC

Date submitted: 06-18-21

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

Appointing Paula Hunt 07-06-21
Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE HERITAGE ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Heritage Advisory Board for a representative of District II due to an unforeseen vacancy.
2. A press release was issued during the month of May 2021 soliciting applications from interested citizens. One application was received.
3. Commissioner Randy Johnson endorses the appointment of Paula Hunt to the Heritage Advisory Board.

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

1. **Paula Hunt** is appointed to the unexpired term to represent District II for a term expiring December 31, 2021.

PASSED AND ADOPTED this sixth day of July 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

cc: Appointee
A22.161
BOCC



AGENDA ITEM SUMMARY

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

3d
7/10/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 06-28-21

REGULAR AGENDA ☒ Meeting Date: 07-06-21

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Pursuant to Clallam County Code Section 5.45, and Resolution 23, 2021, the Conservation Futures Program Advisory Board was enacted.

Vacancies exist on the Conservation Futures Program Advisory Board due to the recent enactment of the board.

The Jamestown S'Klallam Tribe notified staff that their representative will be Robert Knapp.

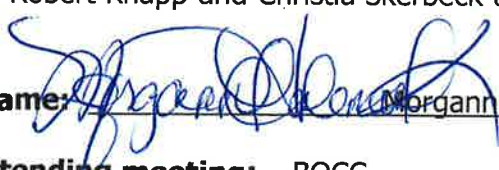
The Lower Elwha Klallam Tribe notified staff that their representative will be Christia Skerbeck.

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

None

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

Approve and sign resolution appointing Robert Knapp and Christia Skerbeck to the Conservation futures Program Advisory Board.

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: BOCC

Relevant Departments: BOCC

Date submitted: 06-18-21

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

Appointing Robert Knapp & Cristia Skerbeck 07-06-21

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

Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING MEMBERS TO THE
CONSERVATION FUTURES PROGRAM ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to Clallam County Code Section 5.45, and Resolution 23, 2021, the Conservation Futures Program Advisory Board was enacted.
2. Vacancies exist on the Conservation Futures Program Advisory Board due to the recent enactment of the board.
3. The Jamestown S'Klallam Tribe notified staff that their representative will be Robert Knapp.
4. The Lower Elwha Klallam Tribe notified staff that their representative will be Christia Skerbeck.

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

1. **Robert Knapp** is appointed to serve as the Jamestown S'Klallam Tribe (ex-officio) representative for a standing term.
2. **Christia Skerbeck** is appointed to serve as the Lower Elwha Klallam Tribe (ex-officio) representative for a standing term.

PASSED AND ADOPTED this 6th of July 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

cc: A22.33
Appointee (s)
BOCC



H/S
7/6/21

AGENDA ITEM SUMMARY

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

Department: Public Works/Road

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 07/06/2021

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Public Hearing |
- Documents exempt from public disclosure attached: ☐

Executive summary:

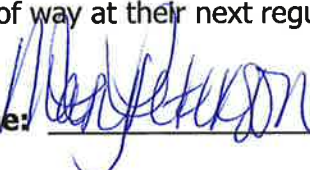
This item is the public hearing for the proposed vacation of a portion of Lincoln Ave.

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?)

That the Board accepts all public comment, listens to the recommendation of the County Engineer, then signs a resolution vacating this right of way at their next regularly scheduled meeting on July 13, 2021.

County Official signature & print name:  Mary Peterson for Ross Tyler

Name of Employee/Stakeholder attending meeting: Ross Tyler, Linda Capps

Relevant Departments: Public Works/Road Dept.

Date submitted: 06/30/2021

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



AGENDA ITEM SUMMARY

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

H2
7/6/21

Department: Treasurer

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 7/6/2021

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

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | ☐ Budget Item |
| ☒ Resolution | ☐ Proclamation | ☐ Other |
| ☐ Draft Ordinance | ☐ Final Ordinance | |
- Documents exempt from public disclosure attached: ☐

Executive summary:

On June 22, 2021 a regular meeting was held setting a Call for Hearing today, July 6, 2021. All known adjoining land owners have been notified of today's hearing, to the best of our ability.

Today we are hearing any taxpayer in person or by counsel who chooses to submit argument and offer evidence against the advisability of the proposal to sell Clallam County tax title property at public auction by way of electronic media, under the recommendation of the Treasurer as earlier presented. This office further request the BOCC authorizes the sale of County tax title property to set the terms of sale as proposed in the Resolution.

The list of properties proposed for sale by public auction by way of electronic media (on-line auction) are attached, labeled "Tax Title Properties".

Budgetary impact: The proceeds from the sales will be applied to discharge the lien for general taxes and foreclosure costs. The parcels will be back on the tax rolls at an approximate fair market value which will increase tax revenues for the County and Junior Taxing Districts.

If a budget action is required, has it been submitted and a copy attached? ☐

Recommended action: It is recommended that the BOCC authorize the sale of County tax title property by way of electronic media and set terms of sale as proposed, in order to sell the properties at public auction.

County Official signature & print name: *Teresa Marchi* Teresa Marchi

Name of Employee/Stakeholder attending meeting: Teresa Marchi / Jennifer White

Relevant Departments: Treasurer

Date submitted: 6/30/21

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

Item Summary for Tax Title - Online Sales/PubSurplus
Revised: 3-04-2019



RESOLUTION _____, 2021

AUTHORIZING SALE OF COUNTY TAX TITLE PROPERTY BY WAY OF ELECTRONIC
MEDIA & SETTING TERMS OF SALE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Clallam County is in possession of tax title properties that may be sold by way of tax title auction to be conducted through electronic media.
2. Opening bid amounts will begin at no-less than the total lien amount owed on the parcel(s) and are posted as follows:
 - a. Parcel 0430264101000000 & 0430265305500000 - \$1,500
 - b. Parcel 0431352509900000 - \$500
 - c. Parcel 0530081308000000 - \$500
 - d. Parcel 0530085009500000 - \$500
 - e. Parcel 0630000125020000 - \$800
 - f. Parcel 0630000140050000 - \$500
 - g. Parcel 0630001049100000 - \$500
 - h. Parcel 1430161100000000 - \$1,800
3. Properties determined to be in close geographic location and proximity that proposes the greatest beneficial interest to the seller and buyer may be grouped together and sold as one listing as deemed appropriate by the Treasurer.
4. The Treasurer reserves the right to omit any property from any sale without notice, should additional information become available that serves the best interest of Clallam County.
5. On June 22, 2021, the BOCC issued a Call for Hearing; and on July 6, 2021 the BOCC conducted a Call for Hearing to "admit evidence offered for and against the property and advisability of the proposed action" pursuant to the provisions of RCW 36.34.040.
6. The BOCC finds that it is in the best interest of the County to sell the surplus tax title properties through public auction by way of electronic media (on-line).

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

1. The County Treasurer will conduct an On-Line Public Auction in accordance with RCW 36.35.120 and RCW 36.16.145 Public Auction Sale by Electronic Media; for the purpose of selling the properties listed on the Treasurer's document "Tax Title Properties" may be sold through On-Line Public Auction scheduled to open July 16, 2021 at 10:00am and closing July 26, 2021 at 12:00pm noon; and relisted as necessary to best attempt to sell all properties held in Tax Title.

PASSED AND ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

46
6/22/21

PUBLIC HEARING
NOTICE OF CALL FOR PUBLIC HEARING
CLALLAM COUNTY TAX TITLE PROPERTY SALE

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on: Tuesday, July 6, 2021 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the sale of Clallam County tax title property by public auction through electronic media (on-line). Property information will be available electronically at <http://www.clallam.net/Taxes/taxtitlesales.html>. Physical copies will be located on the desk outside the Treasurer's office door.

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: On-Line Auction for Tax Title Property

THE BOARD OF COUNTY COMMISSIONERS finds as follows:

1. Clallam County is in possession of tax title properties that may be sold by way of tax title auction to be conducted through electronic media (on-line).
2. Opening bid amounts will begin at no-less than the total lien amount owed on the parcel(s), actual amounts will be posted and published prior to sale.
3. Properties determined to be in close geographic location and proximity that proposes the greatest beneficial interest to the seller and buyer may be grouped together and sold as one listing.
4. The Treasurer reserves the right to omit any property from any sale without notice, should additional information become available that serves the best interest of Clallam County.

The Clallam County Treasurer supports the sale of tax title property as the proceeds from sales will be applied to discharge the lien for general taxes and foreclosure costs. The parcel will be placed back on the tax rolls at an approximate fair market value which will increase tax revenues for the County and Junior Taxing Districts.

5. In accordance with RCW 36.35.120, "Real property acquired by any county of this State by foreclosure of delinquent taxes may be sold by order of the County legislative

authority when in the judgment of the County legislative authority it is deemed in the best interest of the County to sell the real property."

6. Additionally, RCW 36.16.145 allows for disposal of County surplus property by means of public auction sale through electronic media.
7. RCW 36.34.040 calls for the Board of Commissioners to conduct a public hearing upon a proposal to dispose of the County property at the day and hour fixed in the notice at its usual place of business and admit evidence offered for and against the property and advisability of the proposed action. Any taxpayer in person or by counsel may submit an argument, but the Board of Commissioners may limit the number to three per side.

Public Hearing shall be set for:

Tuesday, July 6, 2021 at 10:30am

Commissioners' Meeting Room of the Clallam County Courthouse
223 East 4th Street, Room 160
Port Angeles, Washington 98362

Publish: June 25, 2021
July 1, 2021

Bill: Treasurer



Loni Gores, CMC, Clerk of the Board