



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, July 5, 2022 – 10:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT ? Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA ? Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of June 27

Approval of vouchers 

- 1b. Approval of minutes for the week of June 27

Approval of minutes 

- 1c. Letter of support for the Dungeness Off-Reservoir Project

Letter 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

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

Agreement 

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

Agreement amendment 1 

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

Agreement 

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

Agreement 

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

Agreement 

ADMINISTRATION

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

Resolution 

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

Resolution 

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

Resolution 

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

Resolution 

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

Resolution 

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

Resolution 

COMMUNITY DEVELOPMENT

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

Verbal approval 

HEARING(S) ? Beginning at 10:30 a.m.

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

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION

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

The following meetings are scheduled for the Board of Commissioners July 4 - 8:

Monday, July 4:

Independence Day observed - Courthouse closed

Tuesday, July 5:

9:00 a.m. Work Session

10:00 a.m. Board Meeting

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

Wednesday, July 6:

8:00 a.m. Coffee with Colleen

Friday, July 8:

4:00 p.m. KSQM Radio

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
7/5/22

Date of report: June 29, 2022

General	\$593,333.83
Other	\$1,083,801.70
Total	\$1,677,135.53

STATE OF WASHINGTON)

County of Clallam)

This is to certify that the foregoing Final Check Lists a.k.a., Register of Warrants for the period herein indicated, is a full, true, and correct representation of the corresponding payments for services rendered to and supplies and equipment received by all Clallam County government operations as recorded in the books or original entry maintained by this office.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2022.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

June 27 - July 1, 2022

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	91.65			
00100.221	Auditor	24,755.51			
12401.221	Auditor - Document Preservation		117.50		
00100.241/291	Commissioners (BOCC)	425,305.74			
19914.291	BOCC - Veterans Relief		3,975.73		
19925.291	BOCC - Hotel/Motel		253,208.00		
19961.291	BOCC - American Rescue Plan Act		1,000.00		
00100.331-334	Dept. of Community Develop't (DCD)	21,309.53		364.06	
30301.331	DCD - Lower Dungeness Floodplain		27,399.45		
00100.871	District Court I	2,122.87			
00100.871	District Court I - Jury	951.84			
11301.511	Health & Human Services (HHS)		2,943.66		
00100.511	HHS - Environmental Health	5,934.72			
11322.511	HHS - Homeless Task Force		8,624.81		
11331.511	HHS - Developmental Disabilities		69,293.77		
11341.511	HHS - Foundational Pub Hlth Svcs		2,931.63		
00100.461	Human Resources (HR)	3,920.79			
50401.461	HR - Risk Management		5,152.46		
00100.411	Information Technology (IT)	8,123.65			
00100.851	Juvenile Services	2,066.43			
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		531.83		
00100.911/912	Parks Fair Facilities (PFF)	45,040.66			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		208.56		
30201.911	PFF - REET 2 (Real Estate Excise Tax)		4,875.00		
00100.841-843	Prosecuting Attorney	1,711.90			
	Public Works (PW)				
10101.611	PW - Roads		463,376.58		
40201.611	PW - Solid Waste		5,531.08		
41401.611	PW - Clallam/Sekiu Sewer		15,274.57		
42401.611	PW - Carlsborg Sewer		5,853.26		
43401.611	PW - Bullman Beach Water System		592.89		
50301.611	PW - ER&R (Equip't Rental & Revolving)		209,190.42		
00100.811-815,817	Sheriff	16,691.10			
00100.816	Sheriff - Jail Medical	1,754.14			
11003.811	Sheriff - Boating Safety		50.79		
11008.811	Sheriff - OPNET Drug		400.91		
11065.811	Sheriff - OPSCAN Operations		1,328.34		
00100.861	Superior Court	30,969.95			
12905.861	Superior Court - Dispute Resolution		900.00		
12911.861	Superior Court - Courthouse Facilitator		835.96		
00100.231	Treasurer	2,219.29			
12201.231	Treasurer - O&M (Operation & Maintenance)		204.50		
Total		592,969.77	1,083,801.70	364.06	-

Report Reconciliation		Totals			
Total	1,676,771.47	General Fund	593,333.83		
Final Check Lists	1,676,771.47	Other	1,083,801.70		
Difference	-	Total	1,677,135.53	Use Tax	364.06

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
7/1/2022	FONDRIEST ENVIRONMENTAL INC	79331	lkennedy	4,137.08	364.06	4,137.08
Totals:				4,137.08	364.06	4,137.08

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	7/5/2022	0001211	PENINSULA DAILY NEWS	PDN 6-2022	6/22/2022	PDN SUBSCRIPTION	46.80	46.80
	7/5/2022	0021386	STAPLES ADVANTAGE	8066555921	6/22/2022	LABELS FOR NEW CONST	44.85	44.85
Sub total for U S BANK:							91.65	

91.65+
 24,873.01+
 679,513.74+
 48,708.98+
 2,122.87+
 951.84+
 86,340.02+
 6,264.46+
 2,808.79+
 11,512.22+
 2,066.43+
 531.83+
 50,124.22+
 1,711.90+
 209,190.42+
 463,376.58+
 27,251.80+
 1,754.14+
 18,471.14+
 419.83+
 1,735.96+
 30,550.12+
 2,423.79+
 3,975.73+
 1,676,771.47*+
 0.*

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000390	COMPLETE LINE, LLC, THE	228731	6/10/2022	MAP PRINTER PAPER	117.50	117.50
7/5/2022	0001445	SIGN STORE, THE	6/9/22	6/9/2022	BALLOT DROP BOX BANNER	302.62	302.62
7/5/2022	0001792	WILLIAMS, SANDY	Till 6/21/22	6/21/2022	RECORDING TILL FOR DIANE	100.00	100.00
7/5/2022	0019068	K & H PRINTERS INC	062822	6/17/2022	2022 PRIMARY ENVELOPES /	24,179.81	24,179.81
7/5/2022	0029415	JOHNSON, SUSAN	111-7362573-92	6/16/2022	TONER CARTRIDGES	129.81	
			114-8932512-38	6/16/2022	TONER CARTRIDGE	43.27	173.08
Sub total for U S BANK:							24,873.01

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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
7/5/2022	0000368	CLALLAM PUBLIC DEFENDER	Pub Def 7/2022	6/23/2022	3RD QUARTER PAYMENT PEI	401,311.00	401,311.00
7/5/2022	0001083	OLYMPIC PEN VISITOR BURE	Res 57, 2022	6/23/2022	SERVICES PER CONTRACT 1	15,000.00	15,000.00
7/5/2022	0001615	UNITED WAY OF CLALLAM CC	United Way June	6/23/2022	PERSONNEL SUPPORT FOR	1,000.00	1,000.00
7/5/2022	0018162	PENINSULA TRAILS COALITIO	Res 57, 2022	6/23/2022	SERVICES PER CONTRACT 1	20,000.00	20,000.00
7/5/2022	0028923	FORKS CHAMBER OF COMMER	Res 57, 2022	6/23/2022	SERVICES PER CONTRACT 1	53,638.00	53,638.00
7/5/2022	0036677	SOUND LAW CENTER	2751	6/23/2022	CUP2022-00004; CUP2022-001	9,420.00	9,420.00
7/5/2022	0044165	LINCOLN PARK BMX ASSOCIAT	Res 57, 2022	6/23/2022	SERVICES PER CONTRACT 1	19,570.00	19,570.00
7/5/2022	0045432	CBG COMMUNICATIONS, INC	162-04WF2022	6/23/2022	APRIL SERVICES PER CONF	14,574.74	14,574.74
7/5/2022	0046882	PORT ANGELES WATERFRONT	Res 57, 2022	6/23/2022	SERVICES PER CONTRACT 1	145,000.00	145,000.00
Sub total for U S BANK:							679,513.74

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000443	DAILY JOURNAL OF COMMER	3379224	6/10/2022	G154 ADVERTISING BID	469.20	469.20
7/5/2022	0000546	EXPRESS SERVICES, INC	27262515	6/1/2022	CE BURKHARDT 5-29-22 6 HF	225.30	
			27300514	6/8/2022	CE BURKHARDT 6-5-22 4 HR	150.20	375.50
7/5/2022	0001140	OLYMPIC PRINTERS INC	30278	6/8/2022	G133 PRO SERVICE	87.04	87.04
7/5/2022	0001252	PORT ANGELES, CITY OF	MAY 2022	6/9/2022	MAY 2022 LANDFILL (DCD)	7,413.17	7,413.17
7/5/2022	0001716	DEPT OF ENTERPRISE SVCS	71138439	5/24/2022	CODE ENF. TRAINING	930.00	930.00
7/5/2022	0002337	BAUMANN, CHERYL	BAUMANN 6-15	6/15/2022	G133 MILEAGE	42.58	42.58
7/5/2022	0026563	MAHAN, REBECCA	MAHAN 6-9-22	6/10/2022	G146 \$21.06 - G145 T1 \$18.25	136.66	136.66
7/5/2022	0036092	AQUA TERRA CULTURAL, RE	CA-04-21-006	4/6/2022	G146 TASK 2 JAN 1-APR 6, 20	22,572.51	
			CA-04-21-007	6/9/2022	G146 TASK 2 APR 7-JUNE 9, 2	4,742.70	27,315.21
7/5/2022	0039090	GUSSMAN, JOHN	2035	6/15/2022	G133 PROFESSIONAL SERVI	635.00	635.00
7/5/2022	0042760	COCHNAUER, TIM	COCHNAUER 6	6/7/2022	G145 TASK 2 MICROSCOPE C	205.05	
			COCHNAUER 6	6/11/2022	G145 TASK 3 BATTERY EXTE	118.59	
			COCHNAUER 6	6/3/2022	G145 TASK 3 LIFE JACKETS	87.26	410.90
7/5/2022	0046683	ODP BUSINESS SOLUTIONS,	247918563001	6/10/2022	G133 \$782.28 - ADMIN \$19.03	801.30	
			248012879001	6/2/2022	ADMIN OFFICE/OPERATING S	120.88	
			246910785001	6/3/2022	ADMIN / CE OPERATING SUP	64.68	
			248016611001	6/2/2022	ADMIN OPERATING SUPPLY	19.78	1,006.64
7/5/2022	0046831	JOLLY, CHRISTI	JOLLY 6-10-22	6/10/2022	REFUND LDV2022-14 & SEPA	3,325.00	3,325.00
7/5/2022	0046886	FONDRIEST ENVIRONMENTA	179331	6/16/2022	STREAMKEEPERS	4,137.08	4,137.08
7/5/2022	0046918	LUELLEN, GINA	LUELLEN 6-22-2	6/22/2022	REFUND - CUP2022-00010	2,425.00	2,425.00
Sub total for U S BANK:							48,708.98

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06/28/2022 1:30:05PM

Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0004357	WA ASSOC OF DRUG COURT	D1E23C03-0001	6/16/2022	WSADCP 2022 VIRTUAL TRAI	25.00	25.00
7/5/2022	0020134	STANLEY B MYERS, JR, ATTO	SM 07-22DC	6/22/2022	CONFLICT ATTORNEY - STAN	1,000.00	1,000.00
7/5/2022	0021386	STAPLES ADVANTAGE	3510192270	6/11/2022	STAPLES - INSERTABLE TAB	58.70	
			3510192272	6/11/2022	STAPLES - USB CONFERENC	29.91	
			3510192271	6/11/2022	STAPLES - POST-IT 4X6	9.26	97.87
7/5/2022	0046342	NW LAW, PLLC	ZM 07-22DC	6/22/2022	CONFLICT ATTORNEY - ZACH	1,000.00	1,000.00
Sub total for U S BANK:							2,122.87

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0046895	MAST, ROBERT	DIST122740498	6/1/2022	JURY PAYMENT	40.53	40.53
7/5/2022	0046896	BARRY, NANCY	DIST122734252	6/1/2022	JURY PAYMENT	10.59	10.59
7/5/2022	0046897	OSTERBERG, LAURA	DIST122765199	6/1/2022	JURY PAYMENT	30.53	30.53
7/5/2022	0046898	PATTERSON, MATTHEW	DIST122724472	6/1/2022	JURY PAYMENT	82.01	82.01
7/5/2022	0046899	ROSIN, MARK	DIST122764389	6/1/2022	JURY PAYMENT	79.14	79.14
7/5/2022	0046900	RUDOLPH, CARLETON	DIST122756266	6/1/2022	JURY PAYMENT	11.76	11.76
7/5/2022	0046901	SHAMP, MARK	DIST122757595	6/1/2022	JURY PAYMENT	24.68	24.68
7/5/2022	0046902	SMITH, AUTUMN	DIST122734666	6/1/2022	JURY PAYMENT	25.21	25.21
7/5/2022	0046903	VARON, MICHAEL	DIST122756882	6/1/2022	JURY PAYMENT	63.29	63.29
7/5/2022	0046904	WALTERS, HAROLD	DIST122726355	6/1/2022	JURY PAYMENT	11.17	11.17
7/5/2022	0046905	WARNER, KRISTIN	DIST122737276	6/1/2022	JURY PAYMENT	89.67	89.67
7/5/2022	0046906	WHEATLEY, DOUGLAS	DIST122736497	6/1/2022	JURY PAYMENT	34.04	34.04
7/5/2022	0046907	BUMGARNER, J	DIST122740769	6/1/2022	JURY PAYMENT	35.27	35.27
7/5/2022	0046908	WILLIAMS, MARGARET	DIST122738180	6/1/2022	JURY PAYMENT	64.46	64.46
7/5/2022	0046909	COLEY, JAMES	DIST122726609	6/1/2022	JURY PAYMENT	58.61	58.61
7/5/2022	0046910	DELUCA, LAURALEE	DIST122738074	6/1/2022	JURY PAYMENT	51.59	51.59
7/5/2022	0046911	DOBBINS, KATHY	DIST122758411	6/1/2022	JURY PAYMENT	25.85	25.85
7/5/2022	0046912	FRANEY, JULIA	DIST122746821	6/1/2022	JURY PAYMENT	57.44	57.44
7/5/2022	0046913	GOLDBERG, WESTON	DIST122765629	6/1/2022	JURY PAYMENT	77.39	77.39
7/5/2022	0046914	HINDERER, WALLACE	DIST122760705	6/1/2022	JURY PAYMENT	52.76	52.76
7/5/2022	0046915	IRWIN, PATRICK	DIST122753138	6/1/2022	JURY PAYMENT	25.85	25.85
Sub total for U S BANK:							951.84

Final Check List
CLALLAM COUNTY

HHS

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000336	CLALLAM CONSERVATION DISTRICT	NEP21-OSS14	6/10/2022	OSS-MAY 2022 NEP PIC COS	4,327.44	
			EPA22-PIC6	6/10/2022	WQ-MAY 2022 PIC IMPLEMEN	670.34	4,997.78
7/5/2022	0001716	DEPT OF ENTERPRISE SVCS	71138440	5/24/2022	OSS-WA STATE INVESTIGATC	620.00	620.00
7/5/2022	0002523	GARCELON, JENNIFER	TRAVEL-061622	6/16/2022	EADMIN-PER DIEM MEALS	59.00	59.00
7/5/2022	0046683	ODP BUSINESS SOLUTIONS,	1248626350001-E	6/8/2022	EADMIN-OFFICE SUPPLIES	43.83	43.83
7/5/2022	0023815	VREELAND, ROBERT	MILEAGE-05/22	6/15/2022	FOOD-MAY 2022 MILEAGE RE	214.11	214.11
7/5/2022	0046683	AL-HAKIM, ELISA	EA BT 06-13-22	6/13/2022	HOPS - BUSINESS MILAGE - E	65.99	
			EA BT 6-15-22	6/15/2022	HOPS - BUSINESS MILAGE - E	18.84	84.83
7/5/2022	0000296	CENTURYLINK	CL 6-6-22	6/22/2022	HOPS - FORKS OFFICE PHON	292.39	292.39
7/5/2022	0000546	EXPRESS SERVICES, INC	27300521	6/8/2022	HOPS - EXTRA HELP EMPLOY	1,055.34	1,055.34
7/5/2022	0046683	ODP BUSINESS SOLUTIONS,	1248626350001	6/8/2022	HOPS - OFFICE SUPPLIES	59.92	
			247782041001	6/7/2022	HOPS - OFFICE SUPPLIES - F	40.86	
			24779800001	6/6/2022	HOPS - OFFICE SUPPLIES FC	16.24	117.02
7/5/2022	0039629	OPPELT, JENNIFER	JOTR 6-8-22	6/8/2022	HOPS - TRAVEL REIMBURSEI	362.82	362.82
7/5/2022	0001508	STERICYCLE, INC	3006039218	5/31/2022	HOPS - SYRINGE DISPOSAL	183.52	183.52
7/5/2022	0001641	VERIZON WIRELESS	9907612333	5/28/2022	HOPS - J OPPELT CELL PHON	390.80	390.80
7/5/2022	0000224	BOYS & GIRLS CLUB OF OLYM	11322-21-BGCO	6/10/2022	HTF - LIFE SKILLS TRAINING	1,997.34	1,997.34
7/5/2022	0000396	CONCERNED CITIZENS	11322-21-CC 5-2	6/8/2022	HTF - A FOOT FORWARD-SNI	3,826.25	3,826.25
7/5/2022	0026762	THE ANSWER FOR YOUTH	11322-21-SFO 5	6/10/2022	HTF - STAR FLEET OPERATIC	2,801.22	2,801.22
7/5/2022	0001462	CLALLAM MOSAIC	11331-22-CMP2	6/10/2022	DDD-MAY 2022 PARENT TO P	1,750.00	1,750.00
7/5/2022	0000396	CONCERNED CITIZENS	STATE-05/22	6/22/2022	DDD-MAY 2022 STATE CONF	28,762.50	28,762.50
7/5/2022	0000577	FIRST STEP FAMILY SUPPOR	11331-22-FSSPF	6/10/2022	DDD-MAY 2022 SUPPORTED	1,320.00	1,320.00
7/5/2022	0001017	MORNINGSIDE INC	11331-22-MSEO	6/13/2022	DDD-MAY 2022 EYE ON EMPC	2,204.02	2,204.02
7/5/2022	0046683	ODP BUSINESS SOLUTIONS,	1225858986002-E	3/18/2022	DDD-OFFICE SUPPLIES	40.25	40.25
7/5/2022	0017530	PIERCE JONES & ASSOCIATE	STATE-MAY 202	6/16/2022	DDD-MAY 2022 STATE CONF	35,217.00	35,217.00
Sub total for U S BANK:							86,340.02

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000546	EXPRESS SERVICES, INC	27366905	6/23/2022	INVOICE 27366905	516.46	516.46
7/5/2022	0001680	WA COUNTIES RISK POOL	C2022511	6/23/2022	INVOICE C2022511	723.25	723.25
7/5/2022	0034245	CASTLE BRANCH INC	0850472-IN	6/23/2022	INVOICE 0850472-IN	832.75	832.75
7/5/2022	0037692	SEBRIS BUSTO JAMES	77248	6/23/2022	INVOICE 77248	84.00	
			77247	6/23/2022	INVOICE 77247	28.00	112.00
7/5/2022	0044328	PETEK & ASSOCIATES	1245	6/23/2022	INV 1245	1,925.00	
			1290	6/23/2022	INVOICE 1290	1,155.00	3,080.00
7/5/2022	0046916	AFI	2022-100210	6/23/2022	INV 2022-100210 CLALLAM C	1,000.00	1,000.00
Sub total for U S BANK:							6,264.46

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Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000522		LEOFF JUN 22 I	6/23/2022	LEOFF JUN 22 DE	170.10	170.10
7/5/2022	0002036		LEOFF JUN 22 I	6/23/2022	LEOFF JUN 22 DL	170.10	170.10
7/5/2022	0002038		LEOFF JUN 22 I	6/23/2022	LEOFF JUN 22 DR	175.33	175.33
7/5/2022	0002041		LEOFF JUN 22 I	6/23/2022	LEOFF JUN 22 DS	1,644.29	1,644.29
7/5/2022	0002042		LEOFF JUN 22 F	6/23/2022	LEOFF JUN 22 RC	351.97	351.97
7/5/2022	0002047		LEOFF JUN 22 F	6/23/2022	LEOFF JUN 22 RS	148.50	148.50
7/5/2022	0022748		LEOFF JUN 22 F	6/23/2022	LEOFF JUN 22 FD	148.50	148.50
Sub total for U S BANK:							2,808.79

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000296	CENTURYLINK	406569255LD-06	7/1/2022	FORK T-1 LINE	643.79	
			300425321LD-06	7/1/2022	FORKS TO FORKS T-1	477.92	
			406389122LD-06	7/1/2022	FORKS SHERIFF #2	299.02	
			300561295LD-06	7/1/2022	CLALLAM BAY DISPATCH	75.68	
			300511193LD-06	7/1/2022	FORKS COURTROOM FAX	67.33	
			406493163LD-06	7/1/2022	PENCOM RINGDOWN	65.91	1,629.65
7/5/2022	0000546	EXPRESS SERVICES, INC	27300541	7/1/2022	GIS20220622A - S.LUNSTEDT	892.13	
			27326849	7/1/2022	GIS2022B - S/. LUNSTEDT	337.03	
			27262547	7/1/2022	GIS20220622 - S. LUNSTEDT	158.60	1,387.76
7/5/2022	0000674	GOVCONNECTION, INC.	72905640	7/1/2022	PROS20220607 CORONER DI	1,891.36	
			72888623	7/1/2022	HHS20220602 - MONITORS (2	456.94	
			72901255	7/1/2022	IT20220607B - CABLES & POV	230.46	
			72910180	7/1/2022	PROS20220607 CORONER DI	44.11	2,622.87
7/5/2022	0000918	LINCOLN STREET STATION	IT20220622	7/1/2022	IT20220622 - POSTAGE SHIPF	12.60	12.60
7/5/2022	0004211	CENTURYLINK	3604527831-062	7/1/2022	MAIN COURTHOUSE	1,438.56	
			3604172850-062	7/1/2022	DID ROLLOVER PRI ACCT	423.01	
			3604529079-062	7/1/2022	PUBLIC HEALTH	318.20	
			3604574863-062	7/1/2022	JUVIE FAX LINES (3)	289.07	
			3606832263-062	7/1/2022	SEQUIM SHERIFF #2	86.71	
			3604574397-062	7/1/2022	JUVIE COURTROOM FAX	66.49	
			3606832192-062	7/1/2022	SEQUIM SHERIFF #1	63.64	
			3604521625-062	7/1/2022	TELEPHONE SWITCH MAINT	60.28	
			3604576843-062	7/1/2022	JUVIE PHONE SWITCH	60.28	
			3604570323-062	7/1/2022	PA SHOP PHONE SWITCH	60.28	2,866.52
7/5/2022	0022148	CENTURYLINK BUSINESS SE	296682578	7/1/2022	WACC CALLING CARD	16.28	16.28
7/5/2022	0023718	AT&T	3604574397-062	7/1/2022	JUVIE COURTROOM FAX LOI	44.91	44.91
7/5/2022	0030587	B&H PHOTO VIDEO	202829828	7/1/2022	HHS20220603 - (9) 34-IN MON	2,931.63	2,931.63
Sub total for U S BANK:							11,512.22

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Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000363	CLALLAM COUNTY SHERIFF	C22-021	6/13/2022	DET MEALS	621.40	621.40
7/5/2022	0000628	GALLS LLC	021403509	6/14/2022	UNIFORMS & CLOTHING	407.58	
			021400491	6/14/2022	UNIFORMS & CLOTHING	236.59	
			021385365	6/10/2022	UNIFORMS & CLOTHING	145.25	789.42
7/5/2022	0001949	LEWIS, DAVID	61522DL	6/14/2022	CAP VOL-MILEAGE	112.32	112.32
7/5/2022	0017787	DAIRY FRESH FARMS INC	8182216603	6/15/2022	DET FOOD	48.67	
			8182216510	6/14/2022	DET FOOD	35.04	83.71
7/5/2022	0029825	MARCOUX, ELIZABETH "BETT	43022BM	6/1/2022	CAP VOL-MILEAGE	168.48	168.48
7/5/2022	0046333	BITTNER, COLLEEN	61522CB	6/15/2022	CAP VOL-MILEAGE	291.10	291.10
Sub total for U S BANK:							2,066.43

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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
7/5/2022	0000360	CLALLAM COUNTY ER&R	2022.138E	6/17/2022	GEN = 420.09	420.09	420.09
7/5/2022	0046921	VIADA, JOHN	Viada2022 June	6/23/2022	MILEAGE REIMBURSEMENT~	111.74	111.74
Sub total for U S BANK:							531.83

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000034	AIR FLO HEATING CO	77476008	6/23/2022	CH COMPRESSOR UNIT SER	1,513.41	1,513.41
7/5/2022	0000047	ALLFORM WELDING	29392	6/23/2022	CH 2X2 ALUM ANGLE	12.76	12.76
7/5/2022	0000087	ANGELES ELECTRIC INC	18605	6/23/2022	FG INSTALL LIGHTS AND SWI	366.19	
			18601	6/23/2022	JUV DISCONNECT POWER TO	293.76	659.95
7/5/2022	0000091	ANGELES MILLWORK & LUMB	312139	6/23/2022	FG UNDERLAYMENT PAVER F	96.76	
			312141	6/23/2022	FG UNDERLAYMENT CREDIT	-43.93	52.83
7/5/2022	0000196	BILLS PLUMBING & SANIKAN	s3651301	6/23/2022	SC SANIKANS	340.00	
			s3651735	6/23/2022	FWB SANIKAN	105.00	
			s3651975	6/23/2022	DRA SANIKAN	100.00	
			s3651404	6/23/2022	RDG SANIKAN	100.00	
			s3651363	6/23/2022	RH SANIKAN	100.00	
			s3651955	6/23/2022	SC SANITIZER REFILL - SANII	16.32	761.32
7/5/2022	0000290	CED/STUSSER - SEATTLE	5948-1021255	6/23/2022	CH SHERIFF OFFICE DOOR E	38.08	38.08
7/5/2022	0000359	CLALLAM COUNTY PUBLIC W	2022.125e	6/23/2022	JUV DRA CH FG SMPK FUEL I	550.04	550.04
7/5/2022	0000374	CLEANTECH CARPET CARE	289	6/23/2022	CH FLOOR 1 STRIP & WAX FL	2,995.00	
			288	6/23/2022	CH FLOOR 2 STRIP & WAX FL	2,795.00	5,790.00
7/5/2022	0000546	EXPRESS SERVICES, INC	27326817	6/23/2022	CH COVID CUST. WK END 6/1	1,915.20	
			27300516	6/23/2022	CH SC COVID CUST WK END	1,914.41	
			27366906	6/23/2022	CH COVID CUST WK END 6/1	1,532.16	5,361.77
7/5/2022	0000677	GRAINGER INC	9347446784	6/23/2022	CH DOOR CLOSER	403.47	403.47
7/5/2022	0000714	HARTNAGEL BLDG SUPPLY IN	838103	6/23/2022	DRA PAINT SUPPLIES	425.69	425.69
7/5/2022	0001198	PART WORKS INC, THE	inv81890	6/23/2022	JUV IMPELLER ASSY	314.17	
			INV81744	6/23/2022	CH LAV FACET SLO CLOSE D	180.40	494.57
7/5/2022	0001252	PORT ANGELES, CITY OF	63871-98716 5/2	6/23/2022	CH MAY UTIL & GARBAGE	16,818.84	
			63871-147906 5/	6/23/2022	CH MAY UTIL	3,324.04	
			60327-89776 5/2	6/23/2022	3RD ST MAY UTIL & GARBAGI	800.61	20,943.49
7/5/2022	0004211	CENTURYLINK	3609283540 820	6/23/2022	CDJ PHONES	210.44	210.44
7/5/2022	0004211	CENTURYLINK	3606835847 445	6/23/2022	DRA PHONE & INTERNET	135.73	135.73
7/5/2022	0004211	CENTURYLINK	3609253441 593	6/23/2022	SC PHONES	69.53	69.53
7/5/2022	0005583	DAVIES, LAURIE	FB pins Davies5.	6/23/2022	FG FAIR BOARD MEMBER PIN	63.65	63.65
7/5/2022	0026957	LEITZ FARMS INC	42484	6/23/2022	FG MAGIC MIX FERTILIZER	863.48	
			46643	6/23/2022	FG HYDRATED LIME	47.76	911.24
7/5/2022	0033207	HUNT ENGINEERING SERVICE	18273	6/23/2022	2207FAC ELECTRIC CHARGIN	4,875.00	4,875.00
7/5/2022	0039041	D WELD SHOP	387981	6/23/2022	JUV REPAIR WELD 3 BUNKS	462.40	462.40

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/5/2022	0041605	HOME DEPOT PRO	690372776	6/23/2022	SC BATH TISSUE HANDSOAP	989.70
				690423785	6/23/2022	CH BATH TISSUE PAPER TOV	871.93
				689994044	6/23/2022	CH BROMINE TABLET	347.26
				691904080	6/23/2022	SMPK BATH TISSUE	291.85
				688668623	6/23/2022	DRA CLEANER HANDSOAP P	280.23
				683519896	6/23/2022	CH BATH TISSUE	278.35
				691171359	6/23/2022	CH 15W INSTANT SRT (50)	189.31
				689354249	6/23/2022	DRA VINEGAR	108.19
				692149917	6/23/2022	CH HOSE ASEMBLY	61.47
				689623577	6/23/2022	JUV LINT ROLLER FOR CLEA	26.78
				691428973	6/23/2022	CH HOSE ASM CUFF	5.22
							3,450.29
	7/5/2022	0046697	AIR REPS LLC	0114117-IN	6/23/2022	2203FAC CH HVAC REBUILD I	208.56
	7/5/2022	0046698	EASTSIDE MEDIA CORP	4490	6/23/2022	SC DRAADVERT OUTDOORS	2,730.00
							2,730.00
Sub total for U S BANK:							50,124.22

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000363	CLALLAM COUNTY SHERIFF	2230008905	6/23/2022	PERSONAL SERVICE ON 22-3	30.00	30.00
7/5/2022	0000546	EXPRESS SERVICES, INC	27300536	6/23/2022	EXPRESS SERVICES	679.98	679.98
7/5/2022	0003431	HI-TECH SECURITY, INC.	66515	6/23/2022	ANNUAL MONITORING	391.55	391.55
7/5/2022	0020849	U S BANK	48684281420236	6/23/2022	OFFICE SUPPLIES	128.70	128.70
7/5/2022	0025157	YAKIMA COUNTY SHERIFF'S	C22C01078	6/23/2022	PERSONAL SERVICE	30.00	30.00
7/5/2022	0045698	WA ST COURT OF APPEALS	C16275	6/23/2022	COURT OF APPEALS	7.46	7.46
7/5/2022	0046683	ODP BUSINESS SOLUTIONS,	1246324775001	6/23/2022	OFFICE SUPPLIES	168.30	168.30
7/5/2022	0046923	LEATIOTA, CHRISTIE	1710067631	6/23/2022	TRANSCRIPTION SERVICES	165.00	165.00
7/5/2022	0046924	TORRES, DONAVAN	TORRES6/23/22	6/23/2022	REIMBURSEMENT FOR DOC C	110.91	110.91
Sub total for U S BANK:							1,711.90

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000091	ANGELES MILLWORK & LUMB	312432	6/22/2022	60' 2/0 coated chaing - PA 844	18.23	18.23
7/5/2022	0000099	A-1 AUTO PARTS	1384758	6/14/2022	Fog/corner lamp & SP - SQ 105	12.64	12.64
7/5/2022	0000172	BAXTER A/P OFFICE	15663-23922	6/14/2022	Lacquer thinner - PA 741	74.62	
			15663-24458	6/21/2022	Fuel - PA Stores	63.02	
			15663-24464	6/21/2022	Return: Lacquer thinner - PA 74	-74.62	63.02
7/5/2022	0000175	BEAR CAT MFG INC	117650	6/16/2022	Kit spray valve replace.parts - F	162.21	162.21
7/5/2022	0000555	FASTENAL COMPANY	WAPOR88666	6/7/2022	HCS5/16-18x2-3/4 Z5, Fend z..	72.10	72.10
7/5/2022	0000674	GOVCONNECTION, INC.	72888600	6/3/2022	ThinkCenter M60E, 11LV004PL	765.13	765.13
7/5/2022	0000772	INDUSTRIAL HYDRAULICS INC	A339239	6/16/2022	Charlynn motors, H-series - LC	1,000.70	1,000.70
7/5/2022	0000848	PAPE KENWORTH NORTHWE	11304136	6/16/2022	Cleaned DPF, sensor - PA 206	548.56	
			11295346	6/13/2022	Sensors, clamps - LC 203	515.96	
			2208370	6/15/2022	Clean loose DPF; filters - PA 20	352.63	
			11288395	6/8/2022	Coolant - LC	142.55	1,559.70
7/5/2022	0000894	LARSCO INC	1111383-01	6/17/2022	KS67-14-250F, supersplice, solk	280.52	280.52
7/5/2022	0001187	PAPE MACHINERY INC	13649877	6/18/2022	Assy, outer, pins/nuts - SQ 454	1,767.19	
			13656435	6/17/2022	Push pull CA, srping lock., pins-	835.17	2,602.36
7/5/2022	0001364	CLALLAM CO RISK MANAGEM	1STHALF2022E	6/21/2022	1st Half 2022 ERR	191,590.70	191,590.70
7/5/2022	0001463	SNAP-ON TOOLS	622229653	6/22/2022	Filter wrench, wide range wrenc	36.23	36.23
7/5/2022	0001542	SWANSONS REPAIR	161218	6/8/2022	2888088 CUM, 5289964 CUM -	345.47	
			161220	6/8/2022	Antifreeze - LC 203	61.74	407.21
7/5/2022	0001551	TACOMA SCREW PRODUCTS	140046649-00	6/16/2022	Drill bits, primer MRP paint - PA	119.16	
			140041804-02	6/14/2022	DOT air brake n.tubing - LC	11.99	131.15
7/5/2022	0001641	VERIZON WIRELESS	9908226080	6/7/2022	Comm:242434923-00001- 5 Fi	231.16	231.16
7/5/2022	0001762	WEST END MOTORS INC	1216848	6/21/2022	Exhaust pipe replace - WE 155	108.50	108.50
7/5/2022	0001781	WHITEHEADS AUTO PARTS IN	228681	6/21/2022	Hanger, bushing, sensor, clamp	159.40	
			227712	6/9/2022	Wiper motor, front - WE A54	61.90	
			227619	6/8/2022	Switch, wiper - WE A54	61.54	
			227961	6/13/2022	Branched Rad Hose - WE 131	47.33	
			227667	6/9/2022	Freight for WS6199 - WE A54	30.37	
			227988	6/13/2022	Wiper blades - PA S348	29.99	
			228013	6/13/2022	7/16x2-1/2 G8, 7/16x2-1/4NC G	18.49	
			228064	6/14/2022	Exactfitblade - WE 449	7.50	416.52

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0017663	ARAMARK UNIFORM SVCS IN	5120025673	6/16/2022	Laundry services - SQ	16.32	
			5120028125	6/21/2022	Laundry services - PA	16.32	
			5120025664	6/16/2022	Laundry services - WE	16.28	48.92
7/5/2022	0019701	CONSTRUCTION PARTS	36210	6/13/2022	Poly tube brooms - PA Stores	3,487.04	3,487.04
7/5/2022	0022435	RACE STREET AUTO PARTS	589709	6/16/2022	Grometts, LEDs SS M C 2 1 2 -	231.67	
			590458	6/22/2022	Filters - PA Stores	223.38	
			590612	6/23/2022	Exactfitblades - PA Stores	138.72	
			590399	6/21/2022	Oil and Hydraulic filters - PA 84	106.68	
			590615	6/23/2022	Air and fuel filters - PA 102	72.05	
			588539	6/7/2022	Oil and air filters - SQ 401	57.17	
			589275	6/13/2022	Receiver Pin clip - PA 103	10.87	840.54
7/5/2022	0029188	MODERN MACHINERY CO INC	2818735 PS	6/15/2022	Cocoa mats - LC 1033	294.24	294.24
7/5/2022	0043469	PETROCARD	451496-IN	6/15/2022	Unleaded fuel purchase - LC	4,980.00	4,980.00
7/5/2022	0046926	SNAP ON CREDIT	MODIS 0611202	6/11/2022	Monthly subscription Modis Edg	81.60	81.60
Sub total for U S BANK:							209,190.42

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000091	ANGELES MILLWORK & LUMB	195471	6/16/2022	MAINTENANCE SUPPLIES - S	550.33	
			312447	6/23/2022	MAINTENANCE SUPPLIES - C	221.63	
			B92781/1	6/7/2022	MAINTENANCE SUPPLIES - C	-327.07	444.89
7/5/2022	0000196	BILLS PLUMBING & SANIKAN	IS3651321	6/1/2022	06/22~07/22 ODT SANIKANS	310.00	
			S3651781	6/15/2022	06/22~07/22 SQ SHOP SANIK/	100.00	410.00
7/5/2022	0000225	BRABER EQUIPMENT LTD	3003298	6/16/2022	MAINTENANCE SUPPLIES - S	1,187.89	1,187.89
7/5/2022	0000360	CLALLAM COUNTY ER&R	2022.137E	6/17/2022	05/22 MONTHLY TRUCK REN	11,491.76	
			2022.135E	6/17/2022	05/22 RENTAL OF FACILITIES	8,000.00	
			2022.124E	6/17/2022	05/22 ITEMS FROM ER&R INV	6,578.60	
			2022.136E	6/17/2022	05/22 GRAVEL USAGE	4,285.69	
			2022.134E	6/17/2022	05/22 SIGNS USED FROM INV	1,059.77	
			2022.132E	6/17/2022	05/22 MECHANICS TIME	165.00	31,580.82
7/5/2022	0000546	EXPRESS SERVICES, INC	27326815-10101	6/14/2022	06/06/22~06/12/22 ROADS	6,284.53	
			27300514-10101	6/8/2022	05/30/22~06/05/22 ROADS	5,137.50	11,422.03
7/5/2022	0000709	HARBOR SAW & SUPPLY	709522	6/15/2022	MAINTENANCE SUPPLIES - L	604.03	
			710748	6/22/2022	MAINTENANCE SUPPLIES - L	363.24	
			710773	6/22/2022	MAINTENANCE SUPPLIES - L	245.77	1,213.04
7/5/2022	0000885	LAKESIDE INDUSTRIES, INC	199034	6/11/2022	HMA COMMERCIAL - PA	43,046.88	
			199033	6/11/2022	HMA COMMERCIAL - LC	24,945.21	
			199035	6/11/2022	EZ STREET ASPHALT - PA	240.46	68,232.55
7/5/2022	0001140	OLYMPIC PRINTERS INC	30344	6/15/2022	ENGINEER SUPPLIES	294.85	294.85
7/5/2022	0001300	PUBLIC UTILITY DISTRICT	11816-061522	6/15/2022	05/11/22~06/08/22 OLD OLY/KI	59.12	59.12
7/5/2022	0001364	CLALLAM CO RISK MANAGEM	RISKINS122-10	6/1/2022	2022 RISK INSURANCE - 1ST	348,222.39	348,222.39
7/5/2022	0004211	CENTURYLINK	6835282-060822	6/8/2022	360-683-5282 747B	127.28	127.28
7/5/2022	0017663	ARAMARK UNIFORM SVCS IN	5120028126	6/21/2022	LAUNDRY SERVICE - PA	16.32	
			5120025663	6/16/2022	LAUNDRY SERVICE - LC	16.28	
			5120025672	6/16/2022	LAUNDRY SERVICE - SQ	16.27	48.87
7/5/2022	0030069	GOOD2GO!	38382947	6/10/2022	MAINTENANCE TRAVEL - PA	21.75	21.75
7/5/2022	0046922	JARDIN DE SOLEIL	9704480	6/23/2022	SIGN REPLACEMENT	111.10	111.10
Sub total for U S BANK:							463,376.58

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000074	AM TEST, INC.	127643	6/13/2022	TESTING SERVICES - WWTP	600.00	600.00
7/5/2022	0001364	CLALLAM CO RISK MANAGEM	22RISKIN1-414C	6/1/2022	2022 1ST HALF RISK INSURAI	8,464.04	8,464.04
7/5/2022	0000360	CLALLAM COUNTY ER&R	2022.126E	6/17/2022	05/22 FUEL	791.36	791.36
7/5/2022	0000432	CUMMINS, INC	01-50961	6/2/2022	MAINTENANCE SUPPLIES - V	328.35	328.35
7/5/2022	0000594	DECKER CITY HARDWARE, TI	714550	6/16/2022	MAINTENANCE SUPPLIES - V	184.99	184.99
7/5/2022	0000546	EXPRESS SERVICES, INC	27300514-41401	6/8/2022	05/30/22~06/05/22 WWTP	515.30	
			27326815-41401	6/14/2022	06/06/22~06/12/22 WWTP	489.60	1,004.90
7/5/2022	0000839	K & L SUPPLY INC	45001	5/31/2022	MAINTENANCE SUPPLIES - V	367.70	367.70
7/5/2022	0001058	NCL OF WISCONSIN INC	471827	6/9/2022	MAINTENANCE SUPPLIES - V	1,382.89	1,382.89
7/5/2022	0001300	PUBLIC UTILITY DISTRICT	3213131260	4/27/2022	13443 HWY 112 SEKIU LIGHT	355.00	355.00
7/5/2022	0001621	USA BLUE BOOK	007610	6/9/2022	MAINTENANCE SUPPLIES - V	1,795.34	1,795.34
7/5/2022	0001364	CLALLAM CO RISK MANAGEM	22RISKINS1-402	6/1/2022	2022 1ST HALF RISK INSURAI	5,354.82	5,354.82
7/5/2022	0000361	CLALLAM COUNTY ROAD DEF	2022.027R	5/26/2022	04/16/22~05/15/22 EMPLOYEE	176.26	176.26
7/5/2022	0004211	CENTURYLINK	4574719-061422	6/14/2022	360-457-4719 856B	77.42	77.42
7/5/2022	0001364	CLALLAM CO RISK MANAGEM	22RISKIN1-424C	6/1/2022	2022 1ST HALF RISK INSURAI	5,270.06	5,270.06
7/5/2022	0000360	CLALLAM COUNTY ER&R	2022.127E	6/17/2022	04/22 REQUISITIONS	52.66	52.66
7/5/2022	0001300	PUBLIC UTILITY DISTRICT	119587-061522	6/15/2022	05/10/22~06/08/22 971 CARLS	453.12	453.12
7/5/2022	0000546	EXPRESS SERVICES, INC	27326815-43401	6/14/2022	06/06/22~06/12/22 BBWA	300.22	
			27300514-43401	6/8/2022	05/30/22~06/05/22 BBWA	292.67	592.89
Sub total for U S BANK:							27,251.80

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000360	CLALLAM COUNTY ER&R	2022.150E	6/23/2022	CHAIN GANG VAN RENTAL	3,800.00	
			2022.128E	6/17/2022	FUEL FOR CG, ICV, SAR	554.81	
			2022.129E	6/17/2022	PARTS FOR OPNET VEHICLE	138.10	
			2022.133E	6/17/2022	LABOR FOR OPNET VEHICLE	132.00	4,624.91
7/5/2022	0000416	COUNTRY AIRE NATURAL FO(3604172567 Jun		6/16/2022	FOOD	608.19	608.19
7/5/2022	0000539	EVERGREEN COLLISION, SEC52499		6/12/2022	TOWING	742.02	
			52498	6/12/2022	TOWING	742.02	1,484.04
7/5/2022	0000628	GALLS LLC	021409873	6/14/2022	COLLAR BRASS	348.16	
			021344334	6/7/2022	UNIFORM - LIM	291.80	
			021375665	6/10/2022	UNIFORM - LIM	160.42	
			021344308	6/7/2022	UNIFORM - HOFFMAN	139.23	
			021308551	6/2/2022	UNIFORM - MURPHY	10.34	949.95
7/5/2022	0001252	PORT ANGELES, CITY OF	82495-151160 Ju	6/11/2022	UTILITIES-FRONT ST 4.28-5.2	430.42	430.42
7/5/2022	0001300	PUBLIC UTILITY DISTRICT	88052 Jun2022	6/14/2022	UTILITIES- KITFOX LN 5/9/22-	50.79	
			138358 Jun 2022	6/14/2022	POLE CAMERA	9.00	59.79
7/5/2022	0001641	VERIZON WIRELESS	9908943792	6/23/2022	CELL PHONE BILL 5.16-6.15.2	3,756.27	3,756.27
7/5/2022	0001828	NIKOLA ENGINEERING INC	48690	6/20/2022	ENDPOINTS	1,234.20	1,234.20
7/5/2022	0003431	HI-TECH SECURITY, INC.	66603	6/9/2022	LAPTOP PARTS & LABOR	424.32	424.32
7/5/2022	0004211	CENTURYLINK	360-457-2911 Ju	6/14/2022	PHONE	66.61	
			360-457-9044 Ju	6/14/2022	PHONE	66.49	
			206-Z14-0050 Ju	6/14/2022	PHONE	65.05	198.15
7/5/2022	0016427	MCKESSON MEDICAL-SURGI(19423165		5/25/2022	JAIL SUPPLIES	604.28	
			19423997	5/25/2022	JAIL SUPPLIES	302.14	906.42
7/5/2022	0021386	STAPLES ADVANTAGE	3510192250	6/11/2022	OFFICE SUPPLIES	242.89	
			3510192251	6/11/2022	OFFICE SUPPLIES	113.13	
			3510192252	6/11/2022	OFFICE SUPPLIES	16.78	372.80
7/5/2022	0025829	BARNARD, MICHAELLE	Barnard Jun 202	6/21/2022	FOOD REIMBURSEMENT	288.43	288.43
7/5/2022	0029266	NI GOVERNMENT SERVICES	122052909221	6/1/2022	SAT PHONE	45.88	45.88
7/5/2022	0032182	ALPHAGRAPHICS	408621	6/13/2022	PREPAREDNESS BOOKLETS	2,931.94	2,931.94
7/5/2022	0033486	LN CURTIS & SONS INC	INV604464	6/13/2022	UNIFORM PARTS-PARKER	33.62	33.62
7/5/2022	0046683	ODP BUSINESS SOLUTIONS,	249724579001	6/13/2022	OFFICE SUPPLIES	121.81	121.81
Sub total for U S BANK:							18,471.14

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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
7/5/2022	0001136	OLYMPIC MEDICAL CENTER	OMC 6.23.22	6/23/2022	INMATE MEDICAL	469.08	469.08
7/5/2022	0001209	PENINSULA BEHAVIORAL HEALTH	2022-05	6/15/2022	INMATE MEDICAL	350.00	350.00
7/5/2022	0001254	PORT ANGELES FIRE DEPARTMENT	115-2022-000021	6/23/2022	INMATE MEDICAL	175.03	175.03
7/5/2022	0004826	OLYMPIC MEDICAL PHYSICIAN	71226521191	6/23/2022	INMATE MEDICAL	79.94	
			71229482241	6/23/2022	INMATE MEDICAL	79.94	
			71229528940	6/23/2022	INMATE MEDICAL	47.15	207.03
7/5/2022	0025115	RADIA INC PS	Z9KBGRF	6/23/2022	INMATE MEDICAL	23.82	
			Z9KBGQY	6/23/2022	INMATE MEDICAL	4.88	28.70
7/5/2022	0041537	MCKESSON MEDICAL-SURGICAL	19471205	6/8/2022	CLINIC SUPPLIES	524.30	524.30
Sub total for U S BANK:							1,754.14

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Final Check List
CLALLAM COUNTY

Superior Court (1)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0046888	CRAWFORD, FRED	CRA1781548	7/5/2022	20-1-00265-05-COMONFORT-1	76.69	76.69
7/5/2022	0046889	TUCKER, NICHOLAS	TUC1781549	7/5/2022	20-1-00265-05-COMONFORT-1	97.75	97.75
7/5/2022	0046890	PHLEGLEY, CAYLEN	PHE1781540	7/5/2022	20-1-00265-05-COMONFORT-1	62.65	62.65
7/5/2022	0046891	DHOOGHE, GEORGE "HOP"	DHO1781543	7/5/2022	20-1-00265-05-COMONFORT-1	74.35	74.35
7/5/2022	0046892	O'LEARY, MICHAEL	OLE1781539	7/5/2022	19-7-00395-05-LADD-WITNES	80.20	80.20
7/5/2022	0046893	HAIRE, JORDAN	HAI1781532	7/5/2022	19-7-00395-05-LADD-WITNES	12.34	12.34
7/5/2022	0046894	HUETHER, DOLLIE	HUE1781537	7/5/2022	19-7-00395-05-LADD-WITNES	15.85	15.85

Sub total for U S BANK: 419.83

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Final Check List
CLALLAM COUNTY

Superior Court (2)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/5/2022	0000357	CLALLAM-JEFFERSON CO PR05-22 CF	6/21/2022	MAY 2022 - COURT FACILITAT	835.96	835.96
	7/5/2022	0001212	PENINSULA DISPUTE RESOL05-22 PDRC	6/21/2022	MAY 2022 - PDRC SURCHARC	900.00	900.00
Sub total for U S BANK:							1,735.96

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000359	CLALLAM COUNTY PUBLIC W	2022.118E	6/22/2022	20-1-00265-05, ST. V. COMON	8.00	8.00
7/5/2022	0000363	CLALLAM COUNTY SHERIFF	CCSO 060622	6/22/2022	21-1-00301-05, ST. V. BEEBE,	243.00	
			CCSO 050922	6/22/2022	21-1-00160-06, ST. V. DIAMON	126.90	369.90
7/5/2022	0001037	MUSCATEL, KENNETH, PHD	3087	6/22/2022	18-1-00221-05, ST. V. IBRAHA	8,250.00	8,250.00
7/5/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102565	6/22/2022	5/2022-CONTRACT COST RAT	112.12	
			1103758	6/22/2022	6/16/22-TONER CARTRIDGE	71.80	
			1102568	6/22/2022	5/2022-CONTRACT COST RAT	55.61	
			1102563	6/22/2022	6/2022-CONTRACT BASE RAT	27.20	
			1102567	6/22/2022	6/2022-CONTRACT BASE RAT	27.20	
			1102566	6/22/2022	6/2022-CONTRACT BASE RAT	17.41	
			1102564	6/22/2022	5/2022-CONTRACT COST RAT	6.84	318.18
7/5/2022	0001203	PEN PRINT INC	39176	6/22/2022	6/15/22-BUSINESS CARDS SC	190.40	190.40
7/5/2022	0001209	PENINSULA BEHAVIORAL HEA	MR 05032022-0	6/22/2022	22-8-00032-05, ST. V. BATTLE	36.20	36.20
7/5/2022	0001515	STRAIT INVESTIGATION	STA1781575	6/22/2022	21-1-00007-05, ST. V. LANDRL	450.00	450.00
7/5/2022	0001764	WEST PAYMENT CENTER, TH	846540529	6/22/2022	JUNE 2022 - LIBRARY PLAN L	265.04	265.04
7/5/2022	0002347	SUPERIOR COURT JUDGES'	SCJA JUDGES	6/22/2022	2022-2023, SCJA ANNUAL DUI	2,250.00	
			SCJA COMM	6/22/2022	2022-2023, SCJA ANNUAL DUI	375.00	2,625.00
7/5/2022	0021517	TUCKER, CHRISTIE	TUC1781583	6/22/2022	21-3-00341-05, IN RE TERRY/K	900.00	900.00
7/5/2022	0023383	PAYNE LAW, PS	00639	6/22/2022	22-2-00186-05, IN RE FRYER//	1,360.00	
			00640	6/22/2022	22-2-00157-05, IN RE WILLIAM	970.00	2,330.00
7/5/2022	0026612	POOLE, KIRSTEN	POO1781541	6/22/2022	6/02/22-LIFT CT GRADUATION	68.96	68.96
7/5/2022	0029825	MARCOUX, ELIZABETH "BETT	MAR1781599	6/22/2022	19-3-00265-05, IN RE HODGE,	450.00	450.00
7/5/2022	0034723	HANEY INVESTIGATION SERV	HAN1781513	6/22/2022	20-1-00373-05, ST. V. STREG	1,789.00	1,789.00
7/5/2022	0039420	MUCKLEY, TIFFANY	MUC1781517	6/22/2022	MAY 2022 - MILEAGE REIMUR	203.58	203.58
7/5/2022	0041012	AP PSYCHOLOGY SERVICES	PAT1781529	6/22/2022	21-1-00231-05, ST. V. KETCHL	2,875.00	2,875.00
7/5/2022	0045165	FREEMAN COURT SVCS LLC	1081	6/22/2022	21-3-00016-05, IN RE CRANO	603.00	603.00
7/5/2022	0045752	WELLNESS INTEGRATED SV	TERRIC 2022	6/22/2022	21-1-00257-05, ST. V. TERWIL	2,475.00	2,475.00
7/5/2022	0046114	ROWLAND, KRISTIN	ROW1781557	6/22/2022	21-4-00368-05, IN RE GOIN, G	202.50	
			ROW1781558	6/22/2022	22-4-00097-05, IN RE CLARK,	180.00	
			ROW1781562	6/22/2022	10-3-00341-6, IN RE DICKSON	157.50	
			ROW1781565	6/22/2022	21-3-00352-05, IN RE ROMO, (	135.00	675.00
7/5/2022	0046604	PLECHER, JOHN T	45887	6/22/2022	22-4-00152-05, IN RE IYNDELL	782.35	
			45808-A	6/22/2022	22-4-00152-05, IN RE IYNDELL	87.75	870.10
7/5/2022	0046625	KRISTIN DEVERIN INTERPRE	2022-2	6/22/2022	22-4-00153-05, IN RE IYNDELL	237.96	237.96

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/5/2022	0046683	ODP BUSINESS SOLUTIONS,	241748716001	6/22/2022	5/11/22-OFFICE SUPPLIES, EI	569.93
				241778979001	6/22/2022	5/11/22-OFFICE SUPPLIES	30.45
	7/5/2022	0046760	URQUIA LAW PLLC	21-13	6/22/2022	20-2-00698-05, IN RE SERGEN	228.20
	7/5/2022	0046811	CHAN & ASSOCIATES	2022-0014	6/22/2022	21-1-00072-05, ST. V. ZENTZ,	3,731.22
Sub total for U S BANK:							30,550.12

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Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/5/2022	0000331	CLALLAM COUNTY AUDITOR	22-144259	6/23/2022	DFL REMOVAL RECORDING 2	204.50	204.50
7/5/2022	0005487	MARCHI, TERESA	0622WSACTMA	6/22/2022	WSACT CONFERENCE AT UN	711.11	711.11
7/5/2022	0041157	WHITE, JENNIFER	0622WSACTWH	6/22/2022	2022 WSACT CONFERENCE /	1,071.86	1,071.86
7/5/2022	0046683	ODP BUSINESS SOLUTIONS,	248113600001	6/22/2022	OFFICE SUPPLIES	244.76	
			250741698001	6/22/2022	OFFICE SUPPLIES	174.51	
			250741983001	6/22/2022	OFFICE SUPPLIES	17.05	436.32
Sub total for U S BANK:							2,423.79

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/22/2022	0001300	PUBLIC UTILITY DISTRICT	DW7488 6/22/22	6/22/2022	UTILITIES	278.50	
			BP0572 6/22/22	6/22/2022	UTILITIES	149.09	
			KG7898 6/22/22	6/22/2022	UTILITIES	98.14	525.73
6/22/2022	0020849	U S BANK	KR4397 6/15/22	6/22/2022	FOOD	250.00	
			BD4739 6/15/22	6/22/2022	FOOD	150.00	
			BL7884 6/22/22	6/22/2022	FUEL	150.00	
			BS8463 6/22/22	6/22/2022	FOOD	150.00	
			EM2115 6/15/22	6/22/2022	FOOD	150.00	
			KE7278 6/15/22	6/22/2022	FOOD	150.00	
			KJ9210 6/15/22	6/22/2022	FUEL	150.00	
			KK5856 6/22/22	6/22/2022	FOOD	150.00	
			LR0480 6/15/22	6/22/2022	FUEL	150.00	
			MG8806 6/22/22	6/22/2022	FOOD	150.00	
			MR0685 6/22/22	6/22/2022	FOOD	150.00	
			HG1393 6/15/22	6/22/2022	FUEL	100.00	
			HJ8531 6/15/22	6/22/2022	FUEL	100.00	
			LV9835 6/22/22	6/22/2022	FOOD	100.00	
			HG1393 6/15/22	6/22/2022	FOOD	50.00	
			LV9835 6/22/22	6/22/2022	FOOD	50.00	2,150.00
6/22/2022	0027738	PEABODY CREEK RV PARK	WC1067 6/22/22	6/22/2022	RENT	500.00	500.00
6/22/2022	0046919	PENTTILA'S CHAPEL BY THE	LJ1392 6/22/22	6/22/2022	DEATH BENIFIT	800.00	800.00
Sub total for U S BANK:							3,975.73



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of June 27 – July 1, 2022

1b
7/15/22

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, June 27, 2022. Present were Commissioners Ozias, Johnson, and Peach and Administrator Sill.

Items of discussion per the agenda published June 16 were:

- Calendar/Correspondence
- Agreement termination for Hood Canal Regional Septic Loan Program
- Update regarding Rural Development Institute Program
- Update regarding Nuisance Ordinance
- Agreement with Department of Ecology for Stormwater Discharge in Clallam County – Phase 1 Project
- Resolution regarding maximum membership changes to the Homelessness Task Force
- Resolution appointing Susan Sullivan, Samuel Schroeder and Leonard Hitz to the Homelessness Task Force
- Resolution appointing Stephen Pendleton, Clea Rome and Chad Young to the Solid Waste Advisory Committee
- Resolution appointing Helen Ruth Kenoyer to the Clallam County Board of Health
- Resolution appointing Erika Lindholm to the Conservation Futures Program Advisory Board
- Agreement with Lincoln Park BMX Association for 2022 Hotel/Motel Tax Funds
- Agreement with Forks Chamber of Commerce for 2022 Hotel/Motel Tax Funds
- Agreement with Port Angeles Waterfront Center for 2022 Hotel/Motel Tax Funds

Meeting concluded at 10:43 a.m. and continued to executive session at 3 p.m. regarding three potential real estate transactions.

EXECUTIVE SESSION

The Prosecuting Attorney's Office is requesting that the Board of County Commissioners hold an executive session in order to discuss three potential real estate transactions involving the following parcels:

- The land known as Clallam Bay Spit Community Beach Park that is managed by the County but is currently owned by the State of Washington,
- A parcel being considered as potential county park land near Cline Spit Community Beach County Park, and
- The parcel that was formerly utilized as a boat launch into Lake Aldwell.

The Board convened in open session at 3 p.m. to discuss three potential real estate transactions. Present were Commissioners Ozias, Johnson and Peach, Human Resources Director/Administrator Sill, Deputy Human Resources Director/Administrator Reyes, Chief Civil Deputy Prosecuting Attorney Stanley, Parks, Fair and Facilities Director Crawford, Lead Right-of-Way Agent Capps and Transportation Program Manager Gray.

Pursuant to RCW 42.30.110(1) (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 27 – July 1, 2022
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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.

ACTION TAKEN: CRJm to recess to executive session for 40 minutes, CBPs, mc

Board recessed into executive session at 3:02 p.m.

Board convened in open session at 3:40 p.m.

ACTION TAKEN: CRJm to enter into a purchase and sales agreement for Cline Spit and close in the next 3 months, CBPs, mc

Meeting concluded at 3:44 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, June 28, 2022. Also present were Commissioners Johnson and Peach and Administrator Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Postponed:

- 5a Verbal approval to reject bids on the Lower Dungeness River Floodplain Restoration & Levee Project

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

CONSENT AGENDA

- 1a Approval of vouchers for the week of June 21
1b Approval of payroll for the week of June 15
1c Approval of minutes for the week of June 21

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

REPORTS AND PRESENTATIONS

- CBP commented on Board of Natural Resources Meeting, Port of Port Angeles Meeting - Department of Natural Resources settlement agreement, Junior Taxing Districts
- CRJ commented on Trust Land Transfer, .09 and Opportunity Fund tax
- CMO commented on Peninsula Behavioral Health Ribbon Cutting Ceremony

CONTRACTS AND AGREEMENTS

- 2a Agreement amendment 1 with Department of Social and Health Services for state and local programs services for persons with developmental disabilities

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2b Agreement amendment 1 with Washington State Recreation and Conservation Office for North Olympic Lead Entity for Salmon

ACTION TAKEN: CRJm to approve, CBPs, mc

ADMINISTRATION

- 3a Letter of approval of application and fee waiver fee \$150 for Clallam Bay / Sekiu Fun Days assembly permit applications

ACTION TAKEN: CRJm to approve, CBPs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 27 – July 1, 2022
Page 3

BUDGET

- 4a Notice of call for hearing to be held Tuesday, July 19, 2022 at 10:30 a.m. for the Mid-Year 2022 Budget Review

ACTION TAKEN: CRJm to issue notice, CBPs, mc

- 4b Resolution adopting the following Supplemental Appropriations:

Health and Human Services – Administration – Additional funds to reimburse for COVID-19 pandemic response/\$65,000

Health and Human Services – Operations – Additional funds from Department of Health Consolidated Contract amendment #4 for WIC Farmer's Market Nutritional Program, Prescription Drug Overdose Prevention, COVID-19 Vaccine Services, and the Maternal Child Health Program/\$119,710

Health and Human Services – Environmental Health –

- Funding to reimburse employees who have been reassigned to COVID-19 pandemic services. Also included is funding for West Nile Virus related mosquito trapping/\$53,134
- Funding being added to the 2022 budget for FPHS – Foundational Public Health Services to pay for the new Environmental Health FPHS position that was approved in the BOCC work session on March 21, 2022/\$73,667

Health and Human Services – Developmental Disabilities – Additional funds from Department of Social and Health Services contract amendment to add an increase to the 2022 budget. \$188,859 will be passed through subcontractors who provide direct services to individuals with developmental disabilities. \$2,620 is for administrative costs and will be placed in the ending fund balance for salaries and benefits/\$191,479

Public Works – Clallam Bay-Seki Sewer – Anticipated Value Planning grant funding from the Washington State Department of Ecology, not received or spent in 2021, to coincide with the extension of the Contract/\$35,720

Sheriff – Operations – Receipt and expenditure of Washington Association of Sheriffs & Police Chiefs (WASPC) Traffic Safety Equipment Grant to purchase 3 portable breath test instruments, 3 SECTOR barcode scanners, and 3 radar units/\$6,465

ACTION TAKEN: CRJm to adopt, CBPs, mc

COMMUNITY DEVELOPMENT

- 5a Verbal approval to reject bids on the Lower Dungeness River Floodplain Restoration/Levee Project

ACTION TAKEN: Postponed

PUBLIC WORKS

- 6a Notice of call for bids to be received no later than Tuesday, July 19, 2022 at 10 a.m. for the Village Lane Sewer Main Project

ACTION TAKEN: CRJm to issue notice, CBPs, mc

HEARING(S)

- H1 Consideration of resolution adopting the following Debatable Emergencies:

Public Works – Carlsborg Sewer – Calcium nitrate for the lift station at Carlsborg that was not anticipated during the creation of the 2022 budget/\$16,000

Health and Human Services – Foundational Public Health Services – Reimbursement to EH Budget for new position/\$133,667

NonDepartmental Hotel/Motel Tax – Additional funds for approved Hotel/Motel Tax Fund/\$253,208

NonDepartmental Conservation Futures – Additional funds for approved Conservation Futures applications/\$200,000

- ARS read the agenda item summary into the record

ACTION TAKEN: CBPm to open the public hearing, CRJs, mc

- CMO noted no one signed up to comment.

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

ACTION TAKEN: CBPm to adopt, CRJs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 27 – July 1, 2022
Page 4

- H2 Ordinances extending the duration of the water system franchises held by Washington Water Service Company – Elizabeth Lane
Ordinances extending the duration of the water system franchises held by Washington Water Service Company – Sunshine Acres

- ARS read the agenda item summary into the record

ACTION TAKEN: CBPm to open the public hearing, CRJs, mc

- CMO noted no one signed up to comment.

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

ACTION TAKEN: CBPm to adopt Ordinances for Elizabeth Lane and Sunshine Acres, CRJs, mc

Meeting concluded at 10:39 a.m. and continued to 9 a.m., Tuesday, July 5, 2022.

There are no Zoom chat logs for the week of June 27.

The Board of Commissioners attended a WSAC Virtual COVID update, Department of Natural Resources meeting, Peninsula Behavioral Health Open House, William Shore Memorial Pool District meeting, and Coast Guard Air Station Port Angeles Change of Command Ceremony during the week of June 27.

PASSED AND ADOPTED this 5th day of July 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill

CMO Commissioner Mark Ozias

CRJ Commissioner Randy Johnson

CBP Commissioner Bill Peach

m	moved
mc	motion carried
s	seconded

LC
7/5/22



AGENDA ITEM SUMMARY

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

Department: **Public Works**

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

REGULAR AGENDA ☒ Meeting Date: **7-5-22**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: WA Hazard Mitigation Grant Program (HMGP) has requested that Clallam County modify the Commissioners' letter of support dated in April 2022 to reflect the change in Federal match requirements. In the initial application the Federal share was 75% and the state and local shares were both 12.5%. With the Biden administration's new cost share under the 2022 Consolidated Appropriation Act, the Federal share is now 90% and the state and local share are both 5% of project costs. As a result Clallam County's share decreased from \$3,748,336.00 to \$1,499,334.40. WA HMGP has requested that the letter specify the \$1,499,334.40 of committed local match.

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 required at this time.

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

Please review the letter of support and sign it to complete the FEMA HMGP subapplication.

County Official signature & print name: Joe Donisi _____

Name of Employee/Stakeholder attending meeting: _____ Carol L. Creasey _____

Relevant Departments: _____ Public Works _____

Date submitted: 6-28-22

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

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

Agenda Item BOCC BRIC letter of support (7-5-22)

Revised: 3-04-2019



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

Board of Clallam County Commissioners

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

RICH SILL, County Administrator

File:

July 5, 2022

Tim Cook
Mitigation Program Manager
FEMA HMGP
WA Military Dept., Emergency Management Division
Camp Murray TA-20
Tacoma, WA 98439-5122

Dear Mr. Cook:

The purpose of this letter is to document the availability of local funds and Clallam County commitment in support of the County's FEMA HMPG subapplication entitled the Dungeness Reservoir: Building Climate Resilience in the Dungeness Community. The Clallam County Board of Commissioners strongly supports the Dungeness Off-Channel Reservoir project. Climate change projections for the Dungeness watershed indicate decreased snowpack with increased rain events and flooding. The Off-Channel Reservoir will deliver a climate change resilient solution that will benefit the whole community through lifelines of food, water, and agriculture by storing early season, high flow Dungeness River water as an alternative to river diversions when flows are critically low. This source switch will improve flows from August to September when agriculture demand is highest and ESA-listed Chinook salmon and steelhead are returning to spawn in the Dungeness River. It is projected that total spring and summer season streamflow in the Puget Sound region in WA will decrease by 24–31% on average by the end of the century. Drought in the Dungeness has already made its impact felt in 4 of the past 7 years. The Off-Channel Reservoir will expand capacity for aquifer recharge mitigation and restoration programs to offset permit exempt well impacts and restore flows in the independent streams.

Clallam County has recognized the Reservoir as its top water resources priority because of its benefits to the Dungeness River, community/agriculture water supply and development, and salmon recovery. The Reservoir is the greatest and most cost effective remaining water storage and flow restoration opportunity in the Dungeness basin to enable reliable and vital water supplies in the Dungeness basin for people, fish, and farms. Attached is a Resolution 92 passed by the Board of County Commissioners in 2018 that underscores our commitment.

This letter serves as notice that Clallam County has sufficient funding for the match component associated with our HMGP subapplication for funding the Dungeness Off-Channel Reservoir. The County has secured grant funding from the WA Department of Ecology's Streamflow Restoration Competitive Grant program that will be used as match to cover our local share of \$1,499,334.40.

Thank you for considering our subapplication for the Dungeness Reservoir: Building Climate Resilience in the Dungeness Community.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



RESOLUTION 92, 2018

4a
10/30

IN SUPPORT OF THE DUNGENESS FLOW RESTORATION AND
AQUIFER RECHARGE OFF-CHANNEL RESERVOIR

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Dungeness River watershed is water-short most years during the critical period in late summer when both agricultural irrigators and ESA-listed salmonids rely on adequate streamflow.
2. Reservoirs of water held in annual snowpack and ancient glaciers are decreasing over time, and extreme low-flow conditions on the River are becoming more frequent and exacerbated during drought years.
3. Clallam County is highly supportive of the reservoir project proposal and has prioritized it over all other flow restoration proposals as providing substantial and significant flow benefit.
4. Clallam County has been a party to discussions and has supported proposals for water storage via reservoirs and aquifer recharge for well over a decade.
5. Finding funding to implement the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir is Clallam County's highest flow restoration priority because the project addresses all top recommendations for River Restoration and has multiple additional benefits.
6. Clallam County is a willing landowner, local stakeholders are mobilized, the reservoir has a great deal of popular support in the community, and the planning group is actively identifying models for local cost-share for the reservoir and future operations.
7. State funding for streamflow restoration projects will be made available to certain basins in Washington state including the Dungeness as allowed in ESSB 6091 (January 2018) and documentation of support from stakeholders and initiating governments is requested.

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

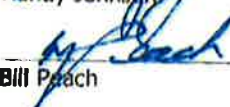
1. Supports the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir as its highest priority to implement flow restoration, water storage and aquifer recharge because of its scale, location, cost/benefit and feasibility.

PASSED AND ADOPTED this thirtieth day of October, 2018.

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mark Ozias, Chair


Randy Johnson


Bill Peach

ATTEST:


Loni Gores, Clerk of the Board

29
7/5/22



AGENDA ITEM SUMMARY

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

Department: Prosecuting Attorney's Office/HHS

WORK SESSION ☒ **Meeting Date:** June 27, 2022

REGULAR AGENDA ☒ **Meeting Date:** July 5, 2022

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100-11-16-LOAN | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

In 2016, Clallam County joined the Hood Canal Regional Septic Loan Program by entering into an Interlocal Agreement with Jefferson County, Kitsap County, Mason County, and the Kitsap Public Health District for "the purpose of participating in a Clean Water (Septic) Loan program to provide financial assistance to citizens . . . to address water quality issues in Hood Canal caused by onsite sewage problems." The 2016 ILA can be found here: https://www.clallam.net/forms/uploads/2016-08-02_172212_regionalsepticloanprogram_Web.pdf

The Hood Canal Regional Septic Loan Program has ceased operation and the final payments to its revolving loan fund will be made on June 30, 2022. Accordingly, the parties wish to terminate the Interlocal Agreement. The Agreement to Terminate the Interlocal Agreement is attached for the Commissioners' consideration.

Although the Hood Canal Regional Septic Loan Program no longer operates, this loan program has been replaced by a similar program that now operates state-wide. Information about the current program can be found here: <https://www.craft3.org/Borrow/clean-water-loans/clean-water-loans-washington>

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.

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

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

The Board may wish to consider, amend if necessary, and adopt one of the following motions:

The Board approves the Agreement to Terminate the Hood Canal Regional Septic Loan Program Interlocal Agreement and authorizes the Board Chair to sign said agreement.

OR

The Board declines to approve the proposed agreement for reasons articulated by Board members and directs staff to notify the other signatories to the agreement.

County Official signature & print name: Elizabeth Stanley



Name of Employee/Stakeholder attending meeting: Elizabeth Stanley

Relevant Departments: PAO, HHS

Date submitted: June 9, 2022

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

HOOD CANAL REGIONAL SEPTIC LOAN PROGRAM
AGREEMENT TO TERMINATE INTERLOCAL AGREEMENT BETWEEN

Clallam County
Jefferson County
Kitsap County
Mason County
Kitsap Public Health District

This Mutual Termination Agreement (“Agreement”) is entered into between Clallam County, Jefferson County, Kitsap County, Mason County, and the Kitsap Public Health District (collectively “the Parties”).

RECITALS

WHEREAS, the Parties entered into an Interlocal Agreement for the purpose of participating in a Clean Water (septic) loan program to provide financial assistance to citizens residing within the jurisdictional boundaries of the parties to address water quality issues in Hood Canal caused by onsite sewage systems;

WHEREAS, the purpose of the Interlocal Agreement was to establish the joint and cooperative undertaking in connection with the Regional Septic Loan Program;

WHEREAS, Section 1.2 of the Interlocal Agreement states that the Interlocal Agreement has no termination date unless funding for the program is fully expended, ends, or is no longer available;

WHEREAS, Section 2.5 of the Interlocal Agreement states that the program shall be terminated only when the legislative authorities of the Parties determine that they no longer wish to participate in the Regional Septic Loan Program;

WHEREAS, the Washington State Department of Ecology has since developed a statewide Regional Septic Loan Program;

WHEREAS, the Interlocal Agreement is no longer necessary to implement the Regional Septic Loan Program after the Centennial Clean Water Program Grant and Clean Water Act Revolving Fund loan (“Revolving Fund Loan”), attached as Exhibit B to the Interlocal Agreement, is fully repaid;

WHEREAS, the Revolving Fund Loan is anticipated to be repaid in full by June 30, 2022;

WHEREAS, no agreement regarding payment of financial responsibilities, collection of loans, division of remaining funds, and ongoing implementation of the program is necessary; and

WHEREAS, the parties have now mutually agreed to terminate effective thirty (30) days after the Revolving Fund Loan is fully repaid.

AGREEMENT

NOW, THEREFORE, the parties agree that the Interlocal Agreement shall terminate thirty (30) days after the last loan repayment of the Revolving Fund Loan. Close-out of the Revolving Fund Loan means the loan has reached maturity and is fully repaid to the Washington State Department of Ecology.

The Agreement is effective upon approval and execution by the parties.

Executed this ____ day of _____, 2022

Clallam County

By: _____

Title: _____

Executed this ____ day of _____, 2022

Jefferson County

By: _____

Title: _____

Executed this ____ day of _____, 2022

Mason County

By: _____

Title: _____

Executed this ____ day of _____, 2022

Kitsap County

By: _____

Title: _____

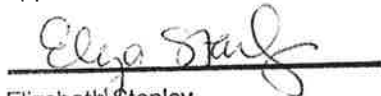
Executed this ____ day of _____, 2022

Kitsap Public Health District

By: _____

Title: _____

Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County



AGENDA ITEM SUMMARY

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

2b
7/15/22

Department: Public Works

WORK SESSION ☒ Meeting Date: 6-27-22

REGULAR AGENDA ☒ Meeting Date: 7-5-22

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # WQNEP-2020-CICoCD-00047 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Clallam County has requested a no cost time extension from Ecology for the LID for Stormwater Discharge in Clallam County - Phase 1 project. Ecology has agreed to the extend our contract to November 30, 2022 because it took longer to hire the engineering consultant firm AHBL that will accomplish Tasks 6, 7 and 8 of our Ecology contract. AHBL staff illness due to Covid in December 2021 and contracting negotiations between Clallam County legal and AHBL legal over terms of the PSA delayed hiring AHBL until the end of May 2022. In order to ensure that AHBL can accomplish all their deliverables in a timely manner a no cost time extension was requested of Ecology.

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

This is a no cost time extension.

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

Please approve the extension and sign the Ecology amended contract. Ecology has recently instituted a new process. All agreements and amendments are signed with DocuSign because staff is working remotely. ~~Ecology is no longer accepting wet signatures.~~

County Official signature & print name:  Mary Peterson for Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi & Carol Creasey

Relevant Departments: Public Works

Date submitted: June 22, 2022

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary Stormwater Discharge Extension(6-21-22)
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



**AMENDMENT NO. 1
TO AGREEMENT NO. WQNEP-2020-CICoCD-00047
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CLALLAM COUNTY COMMUNITY DEVELOPMENT**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County Community Development (RECIPIENT) for the LID for Stormwater Discharge in Clallam County – Phase I (PROJECT).

The purpose of this amendment is to extend the project end date from 7/1/2022 to 11/30/2022. This amendment will allow the recipient extra time to complete the project, and account for delays in contracting.

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

Expiration Date:

Original: 07/01/2022 Amended: 11/30/2022

CHANGES TO THE BUDGET

Funding Distribution EG210038

Funding Title: NEP Stormwater Strategic Initiative

Funding Type: Grant

Funding Effective Date: 07/01/2020

Funding Expiration Date: 07/01/2022

Funding Source:

Title: Puget Sound Action Agenda-Implementation Strategies and Actions for Vital Sign Recovery Assistance

Fund: FD

Type: Federal

Funding Source %: 100%

Description: Stormwater Strategic Initiative

Federal Awarding Agency: U.S. Environmental Protection Agency

Federal Awarding Agency Contact: Michael Rylko

Federal Awarding Agency Phone: 206-553-4014

Federal Awarding Agency Email: rylko.michael@epa.gov

Federal Awarding Agency Address: 1200 Sixth Avenue, Suite 900, OWW-193 Seattle, WA 98101

CFDA Catalog Name: Puget Sound Action Agenda: Technical Investigations and

CFDA Number: 66.123

FAIN: 01J18101

Research Grant: No

Federal Award Date: 6/1/2016

Total Federal Award Amount: \$66,000,000.00

Federal Funds Obligated To Recipient: \$88,000.00

Approved Indirect Costs Rate: De Minimis Rate per 2 CFR §200.414

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

NEP Stormwater Strategic Initiative	Task Total
Project Development	\$ 750.00
Project Administration and Development	\$ 1,750.00
Stormwater Discharge Work Group	\$ 3,000.00
Field Work to Document Discharging Points	\$ 22,000.00
Hiring a Stormwater Engineering Firm	\$ 5,000.00
Engineering Design	\$ 50,000.00
Funding for Phase 2	\$ 5,000.00
Broader Impacts and Communication	\$ 500.00

Total: \$ 88,000.00

SPECIAL TERMS AND CONDITIONS:

NEP EPA Administrative Conditions

1. EPA General Terms and Conditions

The RECIPIENT agrees to comply with the current EPA general terms and conditions. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

2. EPA General Terms and Conditions - Consultant Cap - Additional Information

In addition to the EPA General Terms and Conditions #6 "Consultant Cap", as of August 2 January 1, 2018, the limit is \$629.42 per day \$78.6778.68 per hour.

NOTE: For future years' limits, the RECIPIENT may find the annual salary for Level IV of the Executive Schedule on the following Internet site:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level>.
http://www.opm.gov/oca. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

3. EPA General Terms and Conditions – Cybersecurity

The RECIPIENT agrees to comply with the current EPA general terms and conditions "Cybersecurity". The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATE: http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf.

For TRIBE: http://www2.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf.

For Other Recipients:

http://www2.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf.

4. EPA General Terms and Conditions - Indirect Costs for States and Tribal

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the EPA General Terms and Conditions "Indirect Cost Rate Agreements", if the RECIPIENT does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

For State Agencies

The RECIPIENT must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state RECIPIENT must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail
Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R
Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)
Financial Analysis and Rate Negotiation Service Center
Office of Acquisition Management
US Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th floor
Bid and Proposal Room Number 61107
Washington, DC 20004

For Indian Tribe

If the RECIPIENT does not have a previously established indirect cost rate, the RECIPIENT must submit their indirect cost rate proposals to:

National Business Center
Indirect Cost Services
U.S. Department of the Interior
2180 Harvard Street, Suite 430
Sacramento, CA 95815-3317

The RECIPIENT agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

5. Utilization of small, minority and women's business enterprises (MBE/WBE)

Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement. Six Good Faith Efforts, 40 CFR, Part 33, Subpart C.

The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:
1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally

available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections. The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement. "The Contractor will not discriminate on the basis of race, color, sex, or national origin, in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

NEP EPA Programmatic Conditions

The RECIPIENT and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document.

Puget Sound Scientific Studies and Technical Investigations Assistance Program

Programmatic Terms and Conditions

1. Semi-Annual Performance Reports

The RECIPIENT shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the EPA Project Officer and may be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- (b) The reasons why established goals were not met, if appropriate;
- (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the RECIPIENT shall immediately notify the EPA Project Officer of developments that have a significant impact on the award-supported activities. As appropriate, the RECIPIENT agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

The RECIPIENT will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the EPA Project Officer on the FEATS form provided by the Project Officer and shall be submitted by electronic mail. The RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- (b) The reasons for slippages if established outputs/outcomes were not met;
- (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

2. Program Income - Addition

If program income is generated, the RECIPIENT is required to account for program income related to this project. Program income earned during the project period shall be retained by the RECIPIENT and shall be added to funds committed to the project by EPA and the RECIPIENT, and shall be used to further eligible project objectives.

3. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (RECIPIENT). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Annual Conferences

The RECIPIENT may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the EPA Project Officer. The purpose of this requirement is to provide RECIPIENTS with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Puget Sound-Georgia Basin Ecosystem Conference (<http://depts.washington.edu/uwconf/psgb/>); and local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. Recipient will be allowed to use award funds to pay for travel and lodging. Recipient should include anticipated costs for attending conferences in their proposed budget.

5. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

6. Competency of Organizations Generating and/or Using Environmental Measurement Data

The RECIPIENT is responsible for any subgrantees or subrecipients. This policy is between EPA and the grantee, and it is the grantee's choice as to how the policy is carried out with any subrecipients. EPA did not include subrecipients' criteria in the policy. The burden is on the RECIPIENT of the EPA award to ensure that it has confidence in the information being provided to EPA, regardless of the source of that information. The RECIPIENT can apply the checks and balances it chooses to its subrecipients. EPA relies on its awardees to ensure that they are supplying EPA with data of the best known and documented quality that they can.

7. STORET Requirement

RECIPIENTS are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Agency's Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data.

microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the WQX/STORET structure. WQX web is a web based tool to convert data into the STORET format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the STORET warehouse, including tutorials, can be found at <http://www.epa.gov/storet/wqx/>

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in STORET or some other database). Recipients are encouraged to develop a cross walk between any non-STORET database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

8. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

9. International Travel (Including Canada)

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your EPA Project Officer as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your EPA Project Officer listed on the front page of the Award Document.

10. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

11. Lobbying and Litigation - Restated from Administrative Condition #1, General Terms and Conditions, Effective 10/3/2016 (#29. Lobbying and Litigation)

- a. All Recipients. i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying

Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

DRAFT



AGENDA ITEM SUMMARY

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

29
9/22/20

Department: Roads

WORK SESSION ☒ Meeting Date: 9-14-20

REGULAR AGENDA ☒ Meeting Date: 9-22-20

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:

Clallam County is the recipient of an \$88,000 EPA NEP grant for NTA 2018-0022. Clallam County will identify and assess stormwater infrastructure that discharges to the Strait of Juan de Fuca along Clallam County coast. With an engineering firm's assistance, we will prioritize stormwater discharge sites. The engineering firm, for a subset of sites, will develop conceptual designs and costs for using LID BMPs to reduce contaminants and slow stormwater to remediate infrastructure causing erosion and impact to salmon habitat and shellfish growing areas.

Project goals and objectives:

- Identify culverts, roads, and other infrastructure discharging stormwater directly into the Strait of Juan de Fuca in Clallam County
- Convene a work group to discuss available information on untreated stormwater discharge from infrastructure along the Clallam County coast
- Develop a prioritized ranking based on erosion and impacts to shellfish and salmon habitat to prioritize the discharge sites
- Hire an engineering consultant to assist the County with prioritizing discharge sites and developing conceptual design solutions to remediate untreated stormwater at discharge sites
- Emphasize LID BMPs as remediation solutions for untreated stormwater discharge
- Develop conceptual design with cost estimates for as many of the prioritized sites as funding allows
- Develop a list of potential funding sources for Phase 2 to implement final design and engineered solutions on select prioritized discharge sites
- Present project outcomes to the Stormwater Discharge Work Group and to the Strait LIO

This grant is for 2 years (July 2020 to July 2022). The contract has been reviewed and approved to form by the Chief Civil Prosecuting Attorney.

* 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 SummaryG40 (9-9-20).docx

Revised: 3-04-2019

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

il

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

This grant provides \$88,000 for mainly consultant services, staff time, and some supplies. There is no match requirement.

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

Please sign the Ecology contract and FEATA form so that work can begin on this project.

County Official signature & print name: _Ross Tyler_ 

Name of Employee/Stakeholder attending meeting: _Carol L. Creasey_

Relevant Departments: __Public Works, DCD (NOPL) _

Date submitted: 9-9-20

* 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)



2a
9/22/20

Agreement No. WQNEP-2020-CICoCD-00047

WATER QUALITY NEP STORMWATER INITIATIVE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY - PUBLIC WORKS

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 - Public Works, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	LID for Stormwater Discharge in Clallam County – Phase I
Total Cost:	\$88,000.00
Total Eligible Cost:	\$88,000.00
Ecology Share:	\$88,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2020
The Expiration Date of this Agreement is no later than:	07/01/2022
Project Type:	NEP Stormwater Strategic Initiative

Project Short Description:

The RECIPIENT will identify and assess stormwater infrastructure that discharges to the Strait of Juan de Fuca along Clallam County coast in western Washington. The RECIPIENT, with an engineering firm's assistance, will prioritize discharge sites. The purpose of the project is to design conceptual designs and estimate costs for using low impact development (LID) best management practices (BMPs) in a subset of the identified sites to reduce contaminants in Puget Sound.

Project Long Description:

The project goal is to decrease toxics in fish and shellfish from stormwater pollutants by treating stormwater using LID BMPs before stormwater discharges to the Strait of Juan de Fuca and Puget Sound from culverts, roads, and other infrastructure along the Clallam County coast. Stormwater is known to carry pollutants (metals, PAH, fecal bacteria, pesticides, etc.) from roads, culverts, roadside ditches, septic systems, agriculture, animals, and irrigation systems which

Agreement No: WQNEP-2020-CICoCD-00047

Project Title: LID for Stormwater Discharge in Clallam County - Phase I

Recipient Name: Clallam County - Public Works

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

By: 

On behalf of

09/29/2020

Vincent McGowan, PE

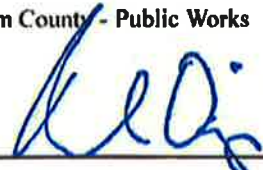
Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

Clallam County - Public Works

By: 

9-22-20

Mark Ozias

Date

Commissioner

APPROVED AS TO FORM ONLY

 9/9/20
David Alvarez, Chief Civil DPA



AGENDA ITEM SUMMARY

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

2C
7/5/22

Department: BOCC/Finance

WORK SESSION ☒ Meeting Date: 6/27/2022

REGULAR AGENDA ☒ Meeting Date: 7/05/2022

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

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

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

- Contract # 19925.22.012
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

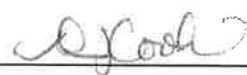
Personal Services Agreement with the Lincoln Park BMX Association in the amount of \$19,570 for their USABMX Northwest Gold Cup Finals event scheduled for September 16-18, 2022.

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

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

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

Please review and sign.

County Official signature & print name: Debi Cook 

Name of Employee/Stakeholder attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 6/15/2022

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



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.22.012

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

Name: Lincoln Park BMX Association
Address: 403 South Lincoln St, #4, PM84
Port Angeles, WA 98362
Phone No: 360.477.9517

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

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

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

Lincoln Park BMX Association

BOARD OF CLALLAM COUNTY COMMISSIONERS


Name: Sean Coleman

Mark Ozias, Chair

Date: June 15 _____ 2022

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the USABMX Northwest Gold Cup Finals scheduled for September 16-18, 2022.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of NINETEEN THOUSAND, FIVE HUNDRED, SEVENTY DOLLARS (\$19,570) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$19,570 to be paid when the contract is fully executed.

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.
10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

- (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of

Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.
- Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.
23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

- ☒ COMPREHENSIVE GENERAL LIABILITY:

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

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

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

Bodily injury, liability, including death	\$	per occurrence
Property damage liability	\$	per occurrence

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

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

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

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

☐ 4. Other (specify):.



AGENDA ITEM SUMMARY

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

2d
7/5/22

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 6/27/2022

REGULAR AGENDA ☒ **Meeting Date:** 7/05/2022

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

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

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

- Contract # 19925.22.015
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the Forks Chamber of Commerce in the amount of \$53,638 for their Twilight in Forks Festival scheduled for September 7-11, 2022.

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

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

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

Please review and sign.

County Official signature & print name: Debi Cook

Handwritten signature of Debi Cook in blue ink.

Name of Employee/Stakeholder attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 6/15/2022

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



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.21.015

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

Name: Forks Chamber of Commerce

Address: PO Box 1249
Forks, WA 98331

Phone No: 360-374-2531

(hereinafter called "Contractor").

This Agreement is comprised of:

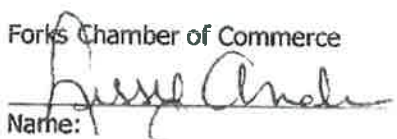
- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C – General Conditions
- ☒ Attachment D – Special Terms and Conditions
- ☐ Attachment E – (specify)

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this first day of June 2022.

Forks Chamber of Commerce


Name: Lissy Andros, Executive Director

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mark Ozias, Chair

Date: 6 - 15 - 2022

ATTEST:


Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for the Twilight in Forks Festival which is scheduled for September 7-11, 2022.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of FIFTY THREE THOUSAND, SIX HUNDRED, THIRTY EIGHT DOLLARS (\$53,638) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$53,638 to be paid when the contract is fully executed.

OR

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

Name/Position***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

- (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

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

Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.
- Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.
23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

- ☒ COMPREHENSIVE GENERAL LIABILITY:

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

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

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

Bodily injury, liability, including death	\$	per occurrence
Property damage liability	\$	per occurrence

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

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurance is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

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

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



AGENDA ITEM SUMMARY

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

22
7/5/22

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 6/27/2022

REGULAR AGENDA ☒ **Meeting Date:** 7/05/2022

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

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

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

- Contract # 19925.22.014
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the Port Angeles Waterfront Center in the amount of \$145,000 to engage a qualified Marketing & Sales consultant.

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

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

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

Please review and sign.

County Official signature & print name: Debi Cook

Name of Employee/Stakeholder attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 6/22/2022

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



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.22.014

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

Name: Port Angeles Waterfront Center

Address: 219 N. Oak St; PO Box 71

Phone No: Port Angeles, WA 98362

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

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

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

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS


Steven Raider-Ginsburg


Mark Ozias, Chair

Title: Executive Director

Date: June 22, 2022

ATTEST:


Lani Gores, Clerk of the Board

Originals: BOCC

Vendor

Initiating Department

Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding to establish a Marketing & Sales department for the Port Angeles Waterfront Center Project.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of ONE HUNDRED, FOURTY FIVE THOUSAND DOLLARS (\$145,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$145,000 to be paid when the contract is fully executed.

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
-----------------------------	---------------------------

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

- (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

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

- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.
- Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.
23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:
- Name:
- Title:
- Address:
- Telephone:
- E-mail:
- Fax:
- In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.
24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all

subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

☒ COMPREHENSIVE GENERAL LIABILITY:

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

☐ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period
Endorsement (two year tail).

\$ per occurrence

☐ WORKERS COMPENSATION:

Statutory amount

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

Bodily injury, liability, including death	\$	per occurrence
Property damage liability	\$	per occurrence

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

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurance is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

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

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



AGENDA ITEM SUMMARY

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

39
7/15/22

Department: Health & Human Services

WORK SESSION ☒ Meeting Date: June 27, 2022

REGULAR AGENDA ☒ Meeting Date: July 5, 2022

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The Homelessness Task Force met on June 7, 2022 and voted to recommend an increase in the maximum number of members from 25 to 26. This change was initiated due to a discovered inaccuracy in total number of members listed on the bylaws as compared to available positions. This increase accurately reflects the formerly homeless representative position that currently states one or more representatives.

Budgetary impact: There is no impact to the budge. If a budget action is required, has it been submitted and a copy attached? ☐

Recommended action: Please sign the resolution confirming Homelessness Task Force membership increase from 25 to 26 members.

County Official signature & print name:  Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health & Human Services

Date submitted: June 21, 2022

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



RESOLUTION _____, 2022

MAXIMUM MEMBERSHIP CHANGES TO HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Clallam County established the Homelessness Task Force Fund pursuant to Budget Resolution 12, 2005.
2. The statute required the establishment of a Homelessness Task Force and directed the Task Force to develop a Ten Year Homeless Housing Strategic Plan no later than 1 January 2006.
3. The Homelessness Task Force was established by Resolution 85, 2005 and was restructured by Resolution 38, 2007; Resolution 105, 2007; Resolution 85, 2008; Resolution 51, 2009; Resolution 39, 2012; and Resolution 73, 2014.
4. The maximum number of members increases from twenty-five to twenty-six members with this resolution.

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

1. The HTF consists of a maximum of twenty-six members who are appointed by the Clallam County Board of Commissioners for three year terms, with no term limits.

The membership shall consist of persons from the following stakeholder groups:

Governments: (one of each)

Representative from Clallam County Health and Human Services
Representative from City governments of Forks
Representative from City governments of Port Angeles
Representative from City governments of Sequim
Representative from Tribal government of Jamestown S'Klallam
Representative from Tribal government of Lower Elwha Klallam
Representative from Tribal government of Makah
Representative from Tribal government of Quileute

Providers: (one of each)

Representative of healthcare providers
Representative from Peninsula Housing Authority
Representative from mental health/substance use providers
Representative from domestic violence/sexual assault providers
Representative from service providers on the West End
Representative from Serenity House of Clallam County
Representative from Olympic Community Action Programs
Representative from United Way of Clallam County
Representative from WorkSource

Community Representatives: (one of each)

Representative from the law and justice system, not employed by the County, meaning it could be a Superior Court Judge
Representative from the Business Community
Representative from the Faith Community
One or more representatives that are homeless or formerly homeless residing in Clallam County
Representative who is an advocate for youth issues
Representative who is an advocate for veteran's issues
Representative from the Department of Social and Health Services
Representative serving in an at-large capacity

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

CLALLAM COUNTY HOMELESSNESS TASK FORCE BYLAWS

ARTICLE 1 NAMES

The name of this Advisory Committee is the Clallam County Homelessness Task Force (HTF). It was established by Clallam County, Resolution 85, 2005 and has been restructured multiple times, the most recent being by Clallam County Resolution 73, 2014.

ARTICLE 2 ROLE AND PURPOSE

The Role and Purpose of the HTF is as stated by the Board of Clallam County Commissioner's Resolution 85, 2005. This committee will follow Clallam County Policy and Procedure 952 – Boards and Committees except as amended by these bylaws.

The HTF does not have the authority outside of its jurisdiction to enforce policy or create rules. The HTF provides an important link between the public and the Board of County Commissioners (or BOCC). Task Force members provide important information about community needs and opinions that can affect Clallam County policies and lead to improved services for county citizens dealing with issues of housing or homelessness.

The HTF's main purposes and responsibilities are to assist the BOCC by:

- **Planning and Goal Setting:**
Planning the expenditure of available funding based on goals set in recognition of the community needs.
- **Communication with the BOCC:**
The HTF advises the BOCC on various issues of concern to people experiencing or at-risk of experiencing homelessness.
- **Oversight Role:**
The HTF performs an Oversight Role regarding the work addressing homelessness issues in Clallam County. They also assist in providing oversight of the services and programming offered. HTF also provides an avenue for various community members to voice their concerns and suggestions for services to people experiencing or at-risk of experiencing homelessness. The HTF is also responsible for identifying long-term issues and recommending initiatives to respond to them.
- **Inform and Educate Community Members:**
Members of the HTF assist Health and Human Services (or HHS) staff in monitoring and evaluating the various programs that receive public funds to address homelessness issues in Clallam County.
- **In addition, members of the HTF will:**
 - Promote diversity, civility and unity in discussions and decisions.

- Take responsibility for educating themselves about the needs and preferences of people experiencing homelessness.
- Listen to the community for information that may be of value to the work of the County and communicate that information to the HTF and/or HHS staff.

ARTICLE 3 MEMBERSHIP

The HTF consists of a maximum of ~~twenty-five~~ twenty-six members who are appointed by the Clallam County Board of Commissioners for three year terms, with no term limits.

The membership shall consist of persons from the following stakeholder groups:

Governments: (one of each)

Representative from Clallam County Health and Human Services

Representative from City governments of Forks

Representative from City governments of Port Angeles

Representative from City governments of Sequim

Representative from Tribal government of Jamestown S'Klallam

Representative from Tribal government of Lower Elwha Klallam

Representative from Tribal government of Makah

Representative from Tribal government of Quileute

Providers: (one of each)

Representative of healthcare providers

Representative from Peninsula Housing Authority

Representative from mental health/substance use providers

Representative from domestic violence/sexual assault providers

Representative from service providers on the West End

Representative from Serenity House of Clallam County

Representative from Olympic Community Action Programs

Representative from United Way of Clallam County

Representative from WorkSource

Community Representatives: (one of each)

Representative from the law and justice system, not employed by the County, meaning it could be a Superior Court Judge

Representative from the Business Community

Representative from the Faith Community

One or more representatives that are homeless or formerly homeless residing in Clallam County

Representative who is an advocate for youth issues

Representative who is an advocate for veteran's issues

Representative from the Department of Social and Health Services

Representative serving in an at-large capacity

If a designated position has been vacant for 6 months or more, the HTF may vote and recommend having the position changed to “At Large” and filled with a qualified individual.

When the At Large term is expired, the position will be re-assigned its original category.

Qualifications: HTF members shall be appointed on the basis of representation from groups as indicated in the section on membership (above).

Appointment: Members of the HTF are appointed by the BOCC. When notified by HHS, BOCC will announce openings on the HTF through press releases and HHS email distribution lists.

Persons wishing to serve as a member of the HTF will send an application to Clallam County Human Resources. The application will be forwarded to HHS and BOCC for HTF and staff review. Recommendations for appointment by the HTF will be forwarded to the BOCC. Final authority for such appointments will rest with the BOCC.

Terms: Appointed members shall serve for three-year terms. Members may serve more than one term, including consecutive terms. Terms may be adjusted as necessary to maintain staggered expiration dates.

Incumbents: Incumbent members desiring to serve another term must so indicate by submitting at least 60 days prior to the expiration of their term a written request and application to HHS staff and BOCC, confirming their desire for reappointment. No appointments will be made automatically.

Alternates: Each voting member of the HTF may propose an alternate with full membership privileges to be appointed to attend in their absence. Alternates must be designated in writing by a letter addressed to the HHS staff and chair. Alternates must also apply in the regular manner as a member and be appointed by the Board of County Commissioners.

Vacancies: When a vacancy occurs, the vacancy shall be published in an official county newspaper by means of a press release naming the type of vacancy, where to pick up an application and the closing date for accepting applications. Vacancies will also be advertised via HHS email distribution lists. Applicants for a vacancy must obtain a positive recommendation from a majority of the current HTF membership before their name will be sent to the BOCC for possible appointment to the HTF. If no applications are received by the expiration of the application period, or if applicants fail to be recommended to the BOCC for appointment by a majority of the current HTF membership, then HTF, the BOCC may solicit individuals to serve and may appoint members without another open application period.

ARTICLE 4 ELECTED OFFICERS

The presiding officer of the HTF shall be the Chair. The Chair shall be elected from members of the HTF. The Chair shall be selected for a term of one year from the date of election. HTF members may serve consecutive terms as chair. Chair shall preside over all meetings.

The Vice-Chair of the HTF may serve as a replacement for the Chair, presiding over meetings when the Chair is unable to attend.

Annually, at its first meeting of the calendar year, the committee will elect officers (chair and vice-chair). Nomination of officers will be made by an ad hoc nominating committee at least 30 days prior to Annual Meeting. Nomination of officers may be made from the floor on the day of election; voting will be by show of hands or acclamation. Election of any officer requires the presence of a quorum of members, as described in Article 6 of these by-laws. In the event of a vacancy or absence of the elected chair, the vice-chair will automatically succeed to the chair. A vacancy occurring in the office of Chair or Vice-Chair is filled by election, as defined above, to serve for the unexpired portion of the term. The chair is responsible for appointing subcommittees and to conduct business of the HTF.

ARTICLE 5 STRUCTURE OF HTF

The HTF Structure is made up of a Chair and Vice-Chair. Advisors or Task Force members are made up of those who serve the at-risk and homeless population. One or two advisors should be homeless or formerly homeless.

Three permanent Committees are formed:

Executive Committee

Executive Committee is made up of the HTF Chair, Vice Chair, members whose agencies work directly with the homeless and those who are Government Officials. The committee is limited to no more than 7 members. This Committee shall be responsible for 1) establishing agendas for the quarterly meetings and sending it out to members and 2) Draft, review and revise (as needed) the 5-year plan required by State Legislators and the review and update that plan as needed.

Request For Proposals (RFP) Review Committee

RFP Committee is made up of HTF members and community members who are have no fiduciary association with the Homeless Grant consisting of 2163 and 2060 funds. The committee will be facilitated by Health and Human Services Staff. The committee will be limited to 9 members. This Committee shall be responsible for 1) drafting priorities for upcoming RFP, 2) reviewing and evaluating all proposals individually and presenting them to the HTF to make recommendations to the County Commissioners.

Outreach and Education Committee

Outreach and Education Committee is made up of HTF members and community members who are knowledgeable about the plight of the homeless and will go out into the community to advocate for homeless people and programs in the county. Committee members will be encouraged to visit agencies that provide for the homeless to assess what are viable programs. This committee is limited to 8 members. The responsibilities of this Committee shall be to provide outreach and education to community and service organizations about the misconceptions surrounding those who are homeless or at risk of being homeless.

ARTICLE 6 MEETINGS & NOTICES

REGULAR MEETINGS

Full (i.e. includes all Task Force members) HTF meetings are held quarterly. The HTF may substitute another day, time, or place for the regular meeting with a twenty-four (24) hour written notice to all HTF members and the local press. (The Executive committee or other Permanent or ad hoc committees may meet monthly or more often (as needed) between scheduled regular meetings of the full HTF. These meetings will be announced in the same manner that all regular meetings are.)

Special Meeting: The chair or fifteen (15) members of the HTF may call a special meeting of the HTF as set forth in RCW 42.30.080.

Meetings Open to Public: All regular, committee and special meetings of the HTF shall be open to the public in accordance with RCW 42.30 and Clallam County Policy and Procedure 952, Boards and Committees.

General Public Comments: At each meeting, according to the usual order of business, the Chair shall call for general comments from the public. Persons wishing to comment shall give their name. The Chair may establish time limits for individuals who wish to speak.

Minutes: Written minutes of each HTF meeting shall be prepared by HHS staff and approved by the HTF at the subsequent regular meeting. Accessible formats of minutes shall be made available upon request.

Public Records Act: The HTF will make public records such as meeting minutes, procedural rules and statements of general policy, and other records, written or electronic, pertaining to the business of the committee available for public inspection and copying as required by RCW 42.56. Exemptions to production are very limited and are specifically identified in statute.

SUBCOMMITTEE MEETINGS

Permanent and Ad Hoc committee meetings may be scheduled as needed. At such meetings the public is welcome to attend but shall not ordinarily be allowed to participate unless specifically requested by the subcommittee chair.

ATTENDANCE

Qualifications: HTF members shall be appointed on the basis of representation from groups as indicated in the section on membership.

Absences: HTF members shall notify the HHS staff liaison in advance if unable to attend any regular meeting of the full HTF. In the event that such notifications indicate that a quorum will not be present, the chair will ordinarily cancel or reschedule the meeting. The HTF may consider three consecutive absences from the regularly scheduled quarterly meetings of the committee as neglect of duty. The HTF shall recommend to the BOCC for action to be taken to remove a member, as per the bylaws.

Examples of excused absences are illness, vacation, work out of town, and furlough days. Members may be removed from membership by action of the BOCC for lack of attendance as described immediately above.

Removal of Members: The BOCC, by majority vote, may remove any member of the HTF without cause. The HTF may recommend to the Clallam County Board of Commissioners the removal of an HTF member for inefficiency, neglect of duty, or malfeasance in office. Members removed by the BOCC shall be so notified.

VOTING

QUORUM: Thirteen (13) members or 50% of voting members, including one of the organization's officers or a person designated by the chair to preside, shall constitute a quorum for the conduct of business. Voting shall be by voice vote unless the majority is unclear. In the event that a member is physically absent from a meeting, ~~he or she~~ they may participate in a meeting by the use of a conference telephone or similar communications equipment that allow all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence-in-person at a meeting. For voting purposes, approved alternates will be allowed to vote in the absence of the primary member they are representing.

Actions Requiring a Vote: Each voting member of the HTF shall be entitled to one vote on all actions of the HTF that require a vote. An affirmative vote of a majority plus one HTF members present shall be required to pass an action or recommendation from the HTF, provided that a quorum of the HTF is present. Proxy votes are not allowed.

Voting by secret ballot is prohibited by the Open Meetings Act, RCW 42.30.060. Voting will generally be by a show of hands. Votes will be recorded by the number of yea, nay, and abstention votes.

Members of the HTF having personal, family, professional or pecuniary interest on an action item that may be deemed to establish a conflict shall declare the conflict and refrain from discussing or voting on such matters.

PARLIAMENTARY PROCEDURE

RULES OF BUSINESS

The most recent revision of Robert's Rules of Order shall serve as the parliamentary authority in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the HTF may adopt. The HTF shall, to the extent possible, utilize the following meeting agenda:

- Call to order
- Roll Call/Introductions
- Agenda Approval
- Minutes of previous meeting(s)
- Public Comment: Limited at the pleasure of the Chair
- Old business
- New business
- Next meeting agenda
- Updates and Announcements from Task Force Members

ARTICLE 7 CONFLICT OF INTEREST

Given the professional context of the situation, as well as the parameters of the professional community, it is not possible to avoid all conflicts of interest on this HTF. However, in service to accountability to the community it is essential that any and all potential conflicts of interests, real or perceived, be transparently acknowledged and addressed with a firm set of guidelines and bylaws. Members of the HTF having personal, family, professional or pecuniary interest on an action item that may be deemed to establish a conflict shall declare the conflict and refrain from discussing or voting on such matters.

Good faith disclosure: Each member should prepare and submit a formal statement of any and all potential dual roles and conflicts of interest. This information should be compiled as a list and distributed to all HTF members as well as any interested or concerned community members. This list should be reviewed and updated annually (Sample form attached.)

Information to be disclosed should include the following:

Employment or any other association with any entity that is currently receiving funding or may in the future receive funding at the recommendation of this group.

Financial investments and/or interests in any activity or entity involved or potentially involved in projects that is currently receiving funding or may in the future receive funding at the recommendation of this group.

Existing professional or personal associations with funded projects or personnel.

Personal convictions which could potentially interfere with impartiality in discussing and voting on any particular issue.

Procedure to be followed: before the HTF may take action on any funding decision for publicly funded projects or recommendation, an inquiry should be made of the board members present, regarding any potential conflicts, with discussions as deemed appropriate.

HTF members should identify themselves as having a conflict of interest when applicable. After any questions pertinent to that particular board member, the identified member should recuse ~~him or herself~~ themselves from not only voting on the issues currently being considered, but also from all discussion and/or debate around the issues at hand before voting occurs.

At no point should a HTF member ever be inquiring or advocating for funds or decisions in favor of any entity in which ~~he or she~~ they represents or in which ~~he or she has~~ they have some other interest or involvement.

Consistent violations may lead to recommendation for removal from the HTF. Contested conflicts and/or violations may require outside consultation as deemed appropriate by either the majority vote of the HTF and/or the BOCC.

The Code of Ethics as stated in County Code at §3.01.030 shall be deemed applicable to all members of the HTF.

ARTICLE 8 COUNTY POLICIES

To the extent these Bylaws differ from or are contrary to County Policy 952, as that Policy may in the future be amended or replaced, then these Bylaws shall govern. To the extent these Bylaws are silent with respect to a particular event, incident, vote or circumstance, then the HTF is authorized to look to state law or regulation or any County code provision or policy including, but not limited to, Policy 952, in order to resolve the event, incident, vote or circumstance.

ARTICLE 9 AMENDMENTS

These rules may be amended at any regular meeting by a vote of the majority of the members present, providing there is a quorum. Proposed changes to the bylaws shall be published and available to HTF members for at least 7 days before a vote.



AGENDA ITEM SUMMARY

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

3b
7/5/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 6/27/22

REGULAR AGENDA ☒ Meeting Date: 7/5/22

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:

Vacancies exist on the Homelessness Task Force.

A press release was issued during the month of April 2022 soliciting applications.

Homelessness Task Force Membership reviewed application and made a recommendation to appoint Susan Sullivan, Samuel Schroeder and Leonard Hitz to the Homelessness Task Force.

Health and Human Services Department Director endorses the appointments.

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 a resolution to appoint.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Health and Human Resources Department

Relevant Departments: Board of Commissioners, Health and Human Services Department

Date submitted: 6-14-22

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

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

Homelessness Task Force 7-5-22 Sullivan et al
Revised: 3-04-2019



RESOLUTION _____, 2022

APPOINTING MEMBERS TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Homelessness Task Force.
2. A press release was issued during the month of April 2022 soliciting applications.
3. Homelessness Task Force Membership reviewed application and made a recommendation to appoint Susan Sullivan, Samuel Schroeder and Leonard Hitz to the Homelessness Task Force.
4. The Health and Human Services Department endorses the appointment of Susan Sullivan, Samuel Schroeder and Leonard Hitz to the Homelessness Task Force.

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

1. **Susan Sullivan** is appointed to the At-large position for a term expiring December 31, 2024.
2. **Samuel Schroeder** is appointed to the Youth Advocate position for a term expiring December 31, 2024.
3. **Leonard Hitz** is appointed to the Business Community position for a term expiring December 31, 2023.

PASSED AND ADOPTED this 5th day of July 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: A22.50
Appointee(s)
HHS



AGENDA ITEM SUMMARY

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

36
7/5/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 6/27/22

REGULAR AGENDA ☒ Meeting Date: 7/5/22

Item summary:

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

Executive summary:

Vacancies exist on the Solid Waste Advisory Committee due to expired terms.

A press release was issued during the month of April 2022 soliciting applications from interested citizens. Two applications were received.

Makah Tribe forwarded their recommendation to appoint Stephen J. Pendleton as the Tribal Governments representative position.

Clea Rome forwarded her application to fill the Agriculture Community Category Alternate representative position.

Chad Young forwarded his application to fill the Solid Waste Industry (Waste Connection) representative position.

Public Works approves of the appointment of Stephen Pendleton, Clea Rome and Chad Young.

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 a resolution to appoint and correct.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Public Works/Roads

Relevant Departments: Board of Commissioners, Public Works

Date submitted: 6-21-22

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

SWAC 7-5-22 Pendleton, Rome & Young
Revised: 3-04-2019



RESOLUTION _____, 2022

APPOINTING MEMBERS TO THE SOLID WASTE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Solid Waste Advisory Committee due to expired terms.
2. A press release was issued during the month of April 2022 soliciting applications from interested citizens. Two applications were received.
3. Makah Tribe forwarded their recommendation to appoint Stephen J. Pendleton as the Tribal Governments representative position.
4. Clea Rome forwarded her application to fill the Agriculture Community Category Alternate representative position.
5. Chad Young forwarded his application to fill the Solid Waste Industry (Waste Connection) representative position.
6. Public Works approves of the appointment of Stephen Pendleton, Clea Rome and Chad Young.

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

1. **Stephen Pendleton** is appointed to serve as the Tribal Governments representative for a term ending December 31, 2023.
2. **Clea Rome** is appointed to serve as the Agriculture Community Category Alternate representative for a term ending December 31, 2023.
3. **Chad Young** is appointed to serve as the Solid Waste Industry (Waste Connection) representative for a term ending December 31, 2023.

PASSED AND ADOPTED this 5th day of July 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

A22.177
Appointee
Public Works



AGENDA ITEM SUMMARY

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

3d
7/5/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 6-27-22

REGULAR AGENDA ☒ Meeting Date: 7-5-22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Clallam County Board of Health due to restructure in membership positions. A press release was issued during the month of May 2022 soliciting applications from interested citizens. One Applications was received. Department of Health and Human Services and membership endorse the appointment of Helen Ruth Kenoyer to The Consumer of Public Health position.

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?)
Request review and approval of the Resolution.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Health and Human Services Department

Relevant Departments: Board of Commissioners and Health and Human Services Department

Date submitted: June 13, 2022

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



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE
CLALLAM COUNTY BOARD OF HEALTH

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam County Board of Health due to restructure in membership positions.
2. A press release was issued during the month of May 2022 soliciting applications from interested citizens. One applications was received.
3. Department of Health and Human Services and membership endorse the appointment of Helen Ruth Kenoyer to the Consumer of Public Health position.

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

1. **Helen Ruth Kenoyer** is appointed as the Consumer of Public Health for a term ending December 31, 2023.

PASSED AND ADOPTED this 5th day of July 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

C: A22.176
Appointee
HHS



3e
7/5/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-27-22**

REGULAR AGENDA ☒ **Meeting Date: 7-5-22**

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 Conservation Futures Program Advisory Board due to a resignation.

North Olympic Land Trust forwarded their recommendation to fill the North Olympic Land Trust Alternate (ex-officio member) position.

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 a resolution to reappoint.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 6-13-22

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

Conservation Futures Lindholm 7-5-22
Revised: 3-04-2019



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE
CONSERVATION FUTURES PROGRAM ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Conservation Futures Program Advisory Board due to a resignation.
2. North Olympic Land Trust forwarded their recommendation to fill the North Olympic Land Trust Alternate (ex-officio member) position.

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

1. **Erika Lindholm** is appointed to the North Olympic Land Trust Alternate (ex-officio member) position for a standing term.

PASSED AND ADOPTED this 5th day of July 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

cc: A22.33
Appointee (s)
BOCC



AGENDA ITEM SUMMARY

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

3f
7/5/22

Department: BOCC

WORK SESSION ☒ **Meeting Date:** July 5, 2022

REGULAR AGENDA ☒ **Meeting Date:** July 5, 2022

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:

Vacancies exist on the Parks and Recreation Advisory Board due to expiration of terms. A press release was issued in April 2022 to solicit applications from interested citizens and public representatives.

Don Crawford – Director of Parks, Fair and Facilities recommends the reappointment of Roger Hoffman and appointment of Peter Davis to the Parks and Recreation Advisory Committee.

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

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

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

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

Relevant Departments: Board of Commissioners and Parks, Fair and Facilities Department

Date submitted: 6-28-22

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

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

Parks Board appointments & reappointments 7-5-22

Revised: 3-04-2019



RESOLUTION _____, 2022

REAPPOINTING AND APPOINTING MEMBERS TO THE
PARK AND RECREATION ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Park and Recreation Advisory Board due to expired terms.
2. A notice of the vacancy was issued to the press in April 2022 soliciting applications from interested citizens and the current member with an expiring term was notified.
3. The current member advised staff they are interested in continuing their service and asked to be considered for another term. Seven applications were received.
4. The Director of Parks, Fair, and Facilities endorses the reappointment of Roger Hoffman and appointment of Peter Davis to the Park and Recreation Advisory Board.

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

1. **Roger Hoffman** is reappointed to a term expiring June 30, 2027.
2. **Peter Davis** is appointed to a term expiring June 30, 2027.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.170
Appointee
Parks



AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ Meeting Date: 6.21.2022

REGULAR AGENDA ☒ Meeting Date: 7.5.2022

Required originals approved and attached ☒

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

We recommend rejecting the Lower Dungeness River Floodplain Restoration & Levee/Realignment Project – Phase 2 bid provided by DelHur Industries Inc. and dated June 7, 2022.

- The single bid exceeds the engineers' estimate by 47% and exceeds the current level of grant funding for the project.
- We reviewed the bid items and found multiple line items and unit prices that were substantially higher than other recent unit prices from WSDOT and Clallam County bids, and even recent DelHur bids for Phase 1 and the adjacent Rivers Edge Levee project.
- Factors likely driving the Phase 2 bid to be higher than anticipated include:
 - The Phase 2 schedule was aggressive (with liquidated damages) in an effort to meet the requirements of the Jamestown S'Klallam Tribe project and levee removal in summer 2022.
 - The Tribe's levee removal upstream requires the Phase 2 bidder to complete the setback levee earthwork, floodplain restoration, and existing levee removal by September 30, 2022. The bid reflects a premium to meet this requirement.
 - The Phase 1 delays from Scarsella impact the Phase 2 bidder's work at the site through the need to share staging areas and share access routes (e.g. Towne Road, Sequim-Dungeness Way).

We recommend rebidding the project with a relaxed schedule.

- May lead to more interest and more bids, and competition will likely lead to a lower bid
- Without a compressed schedule, the risk associated with penalty and flooding is much less, which will likely lead to a lower bid

Budgetary impact: No budget impact

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

Please reject the bid.

* 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 - Reject bid_for pdf

Revised: 3-04-2019

County Official signature & print name:

 Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Cathy Lear, Joe Donisi

Relevant Departments: DCD, Roads

Date submitted: 7.5.2022

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

Agenda Item Summary
Revised: 3-04-2019

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



AGENDA ITEM SUMMARY

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

HL
7/8/22

Department: Community Development (DCD)

WORK SESSION ☐ **Meeting Date:** 7-05-22

REGULAR AGENDA ☒ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: DCD conducted a workshop with the BOCC on June 13, 2022 to provide information on the proposed new Clallam County Code Section on Forestry Conversion Ordinance that was approved by the Planning Commission on May 18, 2022. After this meeting the draft Forestry Conversion Ordinance was placed on the Clallam County website under Current Issues and on the DCD On-line Permit System under ECL 2022-00010. On June 21, 2022 at the BOCC regular agenda DCD discussed 7 minor changes to the draft Forestry Conversion Ordinance. This matter was scheduled to a public hearing on July 5, 2022 at 10:30 a.m. Attached is the draft Forestry Conversion Ordinance dated May 18, 2022, that includes the 7 minor changes.

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: That the BOCC adopts the Clallam County Forestry Conversion Ordinance at the July 5, 2022 Public Hearing.

County Official signature & print name:

Donella Clark for Mary Ellen Winborn
Donella Clark

Name of Employee/Stakeholder attending meeting: Greg Ballard, Senior Planner

Relevant Departments: Clallam County DCD _____

Date submitted: June 29, 2022

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

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

Ordinance _____

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

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 27.11.100, Introduction, is added to read as follows:

Timber management is regulated under the Forest Practices Act (RCW 76.09), which was enacted by the state legislature in 1974 to protect public resources while maintaining a viable forest products industry. Soon after, the Forest Practices Rules (FPR), Title 222 of the Washington Administrative Code (WAC), was developed to implement the objectives in the Forest Practices Act.

Since 1974, the state Department of Natural Resources (DNR) has regulated timber management and the harvest of merchantable timber through the FPR based on the type of Forest Practice Application (FPA) or "class."

In general, the harvesting of trees from parcels over 2 acres in size are subject to a Forest Practice Application (FPA) from the WA State Department of Natural Resources regardless of the zoning district or if the parcel is enrolled in a timber taxing program. A FPA is required for the removal of 5,000 board feet or more of merchantable timber. This is the equivalent of approximately one standard log truck load of logs. DNR manages long-term forest lands, which are typically exempt from local government regulations, but would be subject to a 6 year development moratorium and reforestation requirements.

In 1997, the Forest Practice Act was amended to give local government the authority to regulate forest lands that have a likelihood of converting to uses incompatible with growing trees (including the placement of a single family residence and appurtenances). This provides local jurisdictions the ability to ensure that their code requirements are met for areas that transition from forestry to non-forestry uses.

This ordinance provides procedures and additional options for the transition from forestry to non-forestry use. This includes establishing the process to lift the 6 year development moratorium, and provides standards for a Conversion Option Harvest Plan (COHP), which is a plan voluntarily developed by the landowner and reviewed by the county. Once approved by the county, COHP creates enforceable rights and obligations, including additional options for the issuance of development permits within 6 years of timber harvest.

Section 27.11.200, Definitions, is added to read as follows:

Except as provided for in this section, this chapter will use existing definitions contained in the Washington State Forest Practices Act (RCW 76.09.020), the Washington State Forest Practices Act Rules (WAC 222-16), and the Clallam County Code.

(1) "Conversion from Forestry Use/~~Commercial~~ Timber Management" or "Conversion" means any timber harvest requiring a Class IV General Forest Practice Application (FPA) from the WA State Department of Natural Resources as defined by RCW 76.09.050. This refers to the cutting and removal of trees for the purpose of converting forest land to a use incompatible with forestry use or commercial timber management. Reforestation (per WAC 222-34) may not be required for these conversions. This term does not include COHP.

(2) "Conversion Option Harvest Plan (COHP)" means a plan voluntarily developed by the landowner and approved by Clallam County, indicating the limits and types of harvest areas, size and

type of trees to be retained, road locations, critical area buffers, and details including the location of the non-forest related uses, if known. A COHP, when submitted to the Department of Natural Resources as part of the forest practice application and followed by the landowner, maintains the landowner's option to convert to a use other than ~~commercial~~ forest product production (releases the landowner from the six-year moratorium on future development).

(3) "Development moratorium" means a temporary prohibition by Clallam County of any and all applications for uses incompatible with forestry use for a period of time established in RCW 76.09.460. The development moratorium is 6 years outside of Urban Growth Areas, and 10 years within UGAs from when the FPA was required or obtained.

(4) "Continued Forestry Use/Commercial Timber Management" refers to the cutting and removal of trees, requiring a Class II, Class III and Class IV special Forest Practice Application (FPA) from the WA State Department of Natural Resources (as defined by RCW 76.09.050 & WAC 222-16-050), where the harvested areas are retained in ~~commercial~~ timber management, required to meet WAC 222-34 reforestation requirements, and may be subject to a development moratorium.

Section 27.11.300, Forest Practices – General Regulations, is added to read as follows:

(1) **Applicability.** Forest Practices (including road construction) subject to Chapter 76.09 RCW, the Washington State Forest Practices Act and its implementing regulations at WAC Title 222 conducted within all land use districts shall be subject to the provisions of this chapter. However, only Conversions, Lifting Development Moratoriums, & COHP, which are addressed in Sections 27.11.400, 500, & 700 below, are subject to a Forestry Permit from Clallam County. Forest Practices may also subject to the 2021 Clallam County Shoreline Master Plan, Critical Areas Code, and other Clallam County Codes. Outside of shoreline and critical area, the cutting of less than 5,000 board feet per year is not subject to this Ordinance.

(2) **Application requirements for Clallam County Forestry Permits.** An application for Type 1 & 2 Forestry Permits including Conversions, lifting development moratoriums, and COHP shall be submitted to DCD for review and approval on a form to be determined by the DCD Administrator (administrator). The application shall include:

- (a) The application checklist, including a legal description of the property;
- (b) The signature of the landowner of the property giving consent of the processing of the permit.
- (c) A written narrative specifying the proposed timber harvest addressing each applicable standard of this section and other applicable Clallam County Codes (such as Shorelines, and Critical Areas)
- (d) A description and map describing legal access to the property.
- (e) Written authorization from the property owner agreeing to permit Clallam County to access the property to ensure compliance with the non-forestry-related conditions of the Forestry Permit issued by the DNR.
- (f) The application fees are outlined in the Clallam County DCD Planning Division Fee Schedule.

(3) **Site Plan requirements for Clallam County Forestry Permits.** The following shall be depicted either in required narrative above and/or on the site plan detailing the following (as applicable):

- (a) Location of existing and proposed roads, yarding areas, and access points;
- (b) The general description of the topography of the entire site (including slope direction and percent slope);
- (c) General location of dominant plant type (i.e. trees, shrubs, grassland);
- (d) A general description of the variety of tree species present on the site. This should include the size, age and general location.

- (e) General location and type of soils;
- (f) Location and type of water bodies, drainage ways, or wetlands;
- (g) Location and type of Shoreline and Critical Areas;
- (h) Shoreline and Critical Area Buffers where trees/vegetation will be retained
- (i) How the proposal complies with all of the requirements of the Clallam County Shoreline Master Plan, Critical Areas Code, and other applicable Clallam County Codes
- (j) Areas where trees/vegetation will be retained including snags
- (k) Approximate limits of harvest area;
- (l) General location & intended non forestry use(s), if known;
- (m) Areas to be reforested
- (n) Location and areas of desired timber to harvest along with desired harvest technique. This includes selective (species) harvest, partial/thinning cut, clear cuts/even aged harvest, trees to be retained (leave trees) or other (please describe); and
- (o) Parcel boundaries and dimensions;

(4) **Criteria for County Forestry Permits.** County Forestry Permits are reviewed by the DCD administrator and shall approve, approve with conditions, or deny the application based on consistency with the following criteria:

- (a) The applicable standards of this title;
- (b) The Comprehensive Plan, CCC Title 31;
- (c) The Zoning Code, CCC Title 33;
- (d) The Shoreline Master Program, Title 35;
- (e) The Environmental Policy Code, Title 27.01;
- (f) The Critical Areas Code, Title 27.12;
- (g) The Stormwater Ordinance, Title 27.14
- (h) The Consolidated Permit Process Code, Title 26.10;
- (i) The public health, safety, welfare, use and interest.
- (j) The proposed action is consistent with land uses within the zoning district in which it is located and in the vicinity of the subject property.
- (k) Forest Practices Law found in RCW 76.09 and as implemented through the Forest Practice Act (WAC 222)

(5) **Emergency Conditions.** No prior notification or application shall be required for emergency forest practices necessitated by and commenced during or immediately after fire, windstorm, earthquake, structural failure or other catastrophic event. Within 48 hours after commencement of such practice the operator shall submit an application or notification to the DNR with an explanation why emergency action was necessary so that the DNR may evaluate the appropriateness of the "emergency" and of the actions taken. Such emergency forest practices are subject to Chapter 76.09 RCW, WAC Title 222, and county authorities derived from them (including the requirements of this code); provided, that the operator:

- (a) May take any reasonable action to minimize damage to forest lands, timber or public resources from the direct or indirect effects of the catastrophic event; and
- (b) Shall comply with any requirements of a notice to comply or stop work order as if the operations were conducted pursuant to an approved application. (RCW 76.09.060(7); WAC 222-20-070.)

(6) **Harvesting Timber without a Permit.** When harvesting takes place without a permit, except as provided in subsection (5) of this section, the county may impose the six-year moratorium of subsection 27.11.500(1) of this section from the date the unpermitted harvesting was discovered by the DNR or the county. If the land is converted to non-forestry use, this also constitutes an illegal conversion that is subject to the enforcement provisions of subsections 27.11.600(iii) of this section. (RCW 76.09.060(3)(b)(i)(C) and (iii).)

Section 27.11.400, Conversion from Forestry Use to Non-Forestry Use, is added to read as follows:

(1) **Purpose.** A Class IV General Forest Practice Application involves the conversion of forested lands to non-forestry uses, or forest operations being conducted on lands with a high likelihood for conversion to non-forestry use, such as in designated urban growth areas.

(2) **SEPA Required.** (With the exception of a Class I FPA within an Urban Growth Area), Conversions (implemented through a Class IV General Forest Practice Application) shall require SEPA environmental checklist per RCW 43.21C.037. The County will take the lead for the SEPA Threshold Determination when it is necessary to ensure that Clallam County Codes are met. DCD may require Class IV General FPA to meet the Type 2 COHP standards (to the extent feasible) through the claiming of the SEPA Lead, and the issuance of a threshold determination. The purpose of this is to ensure compliance with Clallam County Codes and to mitigate significant impacts from conversions.

(3) **Higher Level of Review.** Environmental review and conditioning of Class IV General forest practice applications is intended to be at a higher level than for continuance of forestry use, or a timber harvest meeting the COHP standards. The conversion of forested lands to non-forestry uses also entails the transition of the subject lands from being exempt from critical areas to being subject to the critical areas and other requirements of the Clallam County Codes (CCC).

(4) **Applicability.** Applications involving any of the following circumstances are considered Class IV General:

- (a) Lands that have been or are being converted to non-forestry use;
- (b) Forested land on parcels that are 2 acres or smaller in size within an Urban Growth Area;
- (c) Lands with a likelihood of future conversion to urban development within the next 10 years; and

- (d) Forest practices that would otherwise be Class III, but are taking place on lands that are not to be reforested because of the likelihood of future conversion to urban development (WAC 222-16-060 & 222-34-050).

- (e) All Class I, Class II (including timber harvest and road construction) Class III, and IV-Special forest practice applications in any designated unincorporated urban growth area.

(5) **Continuing Forestry in Urban Growth Areas.** Forest practices within a designated UGA require a Class IV General permit unless:

- (a) The landowner submits a signed statement of intent not to convert for 10 years, with an application, accompanied by either a written forest management plan acceptable to the DNR or documentation that the land is enrolled under the provisions of Chapter 84.33 RCW (i.e., proof of forest tax class status). A mandatory development moratorium shall be applied (see subsection 27.11.500(1) of this section); or

- (b) A COHP approved by Clallam County is submitted to the DNR as part of an application.

Section 27.11.500, Regulations Governing Continuance of Forestry Use, is added to read as follows:

(1) **Mandatory Six-Year Development Moratorium.** The cutting and removal of trees through a Class II, Class III and Class IV special forest practices (as defined by RCW 76.09.050 & WAC 222-16-050), where the Forest Practice Application (FPA) indicates that the harvested areas are retained in forestry use/commercial timber management, will be subject to a development moratorium imposed under WAC 222-20-050(3) and RCW 76.09.060(3)(d). For a period of six years from the date the DNR Forest Practice Application was approved and/or timber harvested, the county shall deny all applications for uses incompatible with growing trees, including but not be limited to building permits, septic system permits, subdivision approvals of areas subject to the application. (RCW 76.09.060(3)(b)(i),(ii), and (iii)).

(2) Exceptions to Development Moratorium. The following are not subject to a Development Moratorium:

- (a) A Class IV General FPA
- (b) A COHP approved by Clallam County, provided that the provisions of the COHP are implementation through the FPA issued by DNR.
- (c) Approved Class II, III or IV Special FPA applications that have either been withdrawn or expired, and no harvest in reliance upon such approval has taken place.
- (d) Areas where no timber was harvested under the FPA
- (e) Expansions, alterations, or maintenance of existing structures or the construction of accessory structures within developed areas (i.e. area not in forestry use as documented by current use or taxing program,)
- (f) Land Divisions/Boundary line adjustments done for purposes of conservation of open space/natural areas or on portions of the property where no timber harvest occurred.

(3) Release of Moratorium.

(a) **Process & Notice.** A property owner can wait until the required time period expires for the moratorium or apply to have the development moratorium released.

(i) The administrator may “release” the development moratorium for the construction of one single-family residence and related accessory buildings on a legal lot and building site subject to a Type I review.

(ii) A release from a development moratorium, other than a single-family residence and related accessory buildings shall be subject to a Type II procedure.

(iii) Prior to taking action on a request for release, and following the Type I or Type II procedure, the administrator provide notice as provided by Section 26.10.410 CCC. This shall include soliciting comments from adjacent owners (per Section 26.10.410(2)(a),(b)&(c) CCC); appropriate federal/state departments, and tribal governments.

(b) **Criteria for release of moratorium.** A release of development moratorium through a Type I or II process (see above) is subject to the following findings:

(i) The person requesting the release did not attempt to avoid the county review or restrictions of a conversion forest practices application, which may be demonstrated by a transfer of property;

(ii) Environmentally sensitive areas and their buffers, and shoreline area as set forth in this code and the Shoreline Master Program were not damaged in the forest practice operation, or that any such damage is repairable with restoration; and

(iii) Corrective action can be undertaken to provide for compliance with applicable conversion standards established by this section which shall include the preparation of the applicable report to address the critical area impacted per Sections 27.12.800 to 865 CCC. This shall at a minimum ensure the restoration of ~~an area twice the required~~ major development buffers (specified in Chapter 27.12 CCC) ~~protected in perpetuity~~. Another option would be to obtain critical area permits (per Sections 27.12.700 to 740 CCC) that the proposal would have been required subject to meet since this activity is no longer exempt from the critical areas review under CCC 27.12.035(10). If the timber harvest has already impacted the critical areas, the required review of the critical areas permits shall be reviewed as if the timber harvest has not occurred and the critical areas were in their pre-harvest condition.

(iv) The harvest of trees through a Class II, or III, or IV Special FPA did not undermine the County’s ability to efficiently ensure the transition from forestry to non-forestry use. The removal of trees shall be coordinated with the likely subsequent use of the property (i.e. require landscaping buffers/screening between uses).

Section 27.11.600, Illegal Conversions, and Enforcement, is added to read as follows:

(1) Conversion without a Class IV General Permit or COHP.

(a) If land is converted to a use incompatible with growing trees within six years after approval of a forest practices permit application that was not a Class IV General or did not have an approved COHP, the conversion constitutes a violation of each of the local and regional authorities to which the forest practice operations would have been subject if the application had stated that conversion was intended. (RCW 76.09.060(3)(b)(iii).)

(b) The county shall impose the six-year moratorium of Section 27.11.500(1) of this section from the date the unpermitted conversion was discovered by the DNR or the county. (RCW 76.09.060(3)(b)(i)(C).)

(c) Violations may be subject to civil or criminal penalties, as per Chapter 222-46 WAC. The county may also enforce its regulations as provided in subsection (1)(a) of this section, using the procedures in Sections 33.59 and 27.12.055 CCC.

(2) Failure to Comply with Reforestation Requirements.

(a) It is the responsibility of DNR to ensure that reforestation WAC 222-34 occurs on lands devoted to continued forestry use (per 27.11.500 of this chapter). However, if reforestation does not occur within these areas or on areas required under the county forest permit requirements, the county may also enforce its regulations as provided in subsections (1) of this section.

(b) Failure to reforest may also constitute a removal of forest tax designation and a change of use, and shall subject the lands to the payments and/or penalties resulting from such removals or changes. (RCW 76.09.060(3)(b)(ii).)

Section 27.11.700, Conversion Option Harvest Plan, is added to read as follows:

(1) Purpose of COHP.

(a) A COHP provides landowners an option to plan for and manage forested areas to promote the health and diversity of the forest and to allow for some future non-forestry development. A COHP is a plan voluntarily developed by the landowner and reviewed by the county. An approved COHP provides landowners the option to thin or patch cut forested areas to promote the health of the stand, allow road improvements to be made to serve the timber harvest and future uses, clear trees from anticipated development areas or to provide view corridors, while maintaining the option to obtain non-forestry related permits. A properly implemented COHP maintains wildlife diversity by maintaining and improving a diverse mix of trees, understory and herbaceous ground cover. A COHP requires minimizing the disturbance of the forest duff layer and understory which will help minimize wind and water erosion while maintaining the natural infiltration rate of the area. By minimizing disturbed areas this may avoid the need for costly temporary erosion and sediment control and drainage permits as part of the COHP. These stormwater permits would be reviewed through future development permits, which may include stump removal, clearing and grading. Any harvest of trees shall be done accordance with the approved plans. Currently, the approved plan will be submitted to the DNR as part of a Class II, Class III or Class IV special forest practice application and will be attached to and become part of the conditions of the permit approved by the DNR. A Type 1 or Type 2 COHP will require a Type I Permit from DCD.

(b) If the requirements of the COHP are continuously met by the landowner, the COHP maintains the landowner's option to convert to non-forestry use (i.e. a use incompatible with growing trees); that is, it releases the landowner from the six-year moratorium on future development (see subsection 27.11.500(1) of this section) without having to file a Class IV General FPA. (WAC 222-20-050(2). Failure to meet the requirements of the COHP requires the imposition of the six-year moratorium, and conversions under such circumstances are illegal conversions; see subsection 27.11.600 of this section.

(2) **SEPA Requirements for COHP.** COHP implemented through a Class II or III FPA by DNR are exempt from requiring a SEPA environmental checklist per RCW 43.21C.037, when developments permits are not proposed within three years of the date of the timber harvest requiring a FPA from DNR.

If development permits are proposed within 3 years of the date of the timber harvest requiring a FPA from DNR, the county will issue a SEPA Threshold Determination as part of the processing of the COHP.

(3) **Type 1 COHP Standards.** All COHP that meet the following minimum standards shall be subject to a Type 1 review:

(a) No more than 33 percent of the number of standing trees and trees 12 to 20 inches diameter-at-breast-height (dbh) east of the Elwha River or trees 18 to 30 inches dbh west of the Elwha River may be harvested under a COHP. As an alternative within a uniform timber stand 33 percent of the timbered area (patch cut) may be harvested. With the exception of required roads, all stumps and understory shall remain undisturbed. No brush raking is permitted.

(b) Unless DCD determines buffers are not needed to protect aesthetics of the area, to ensure compatibility with adjoining uses, or to address potential hazard trees within 150 feet of structures, a 50-foot-wide buffer shall be preserved along public and private roads, and property lines abutting non resource lands. When required, no more than 33 percent of the total number of standing trees and trees 12-20 inches dbh east of the Elwha River or 18 to 30 inches dbh west of the Elwha River may be removed within the buffer.

(c) All roads in a COHP shall be designed to accommodate the potential for future development and subdivision of the property. Roads and skid trails shall minimize total road length. All roads in a COHP intended to serve future land divisions shall meet the design and construction standards specified in Chapter 29.30.200 CCC. All roads which propose to cross a stream shall be required to obtain an hydraulic project approval (HPA) permit, as determined by the Washington Department of Fish and Wildlife, or a Forest Practice Hydraulic Project from the Washington State Department of Natural Resources prior to submittal of the COHP.

(d) A COHP shall minimize the number and size of clearcut areas. With the exception of a patch cut, no individual clearcut areas may exceed 20 percent of the total acreage, up to a maximum of two acres. The future removal of stumps, clearing of duff/understory, or grading or clearing will require compliance with the Clallam County Shoreline Master Plan, Critical Area Code, Stormwater Ordinance, and other Clallam County Codes.

(e) The proposed timber harvest or road construction is not located within an area designated as Geologically Hazardous per Section 27.12.410 CCC.

(f) With the exception of the proposed conversion area (i.e. building location), all trees over 100 years old or over 20 inch dbh east of the Elwha River or 30 inches west of the Elwha River, and snags (excluding diseased trees) shall be retained where they do not pose a safety hazard.

(g) Trees remaining on the site after the harvest will represent all species and size classes existing on the site before harvest, unless it is determined by DCD with consultation from DNR & WDFW that the removal of all of a specific tree would promote the health of the forest stand. Examples of this include removing a species of trees with a disease (like Douglas fir with laminated root rot) or a stand of alder that has met its full potential tree height. If these areas are not intended to be utilized for non-forest uses they shall be reforested at 300 to 400 trees per acre meeting the requirements found in WAC 222-34. Areas requiring reforestations should include a variety of native tree species to Clallam County, provides diverse forestlands/bio-diversity, and are appropriate the on-site conditions/constraints.

(h) Trees remaining on the site will be of sufficient quality (good crown cover, straight trunks, deep root system, and healthy condition) to survive after the harvest is complete.

(i) All required buffers shall be flagged and approved prior to harvesting.

(j) No portion of the proposed harvest is classified as designated forest land or is located within a forest resource land use district;

(k) Removal of herbaceous species which interfere with growth of the desired trees shall require the submittal of a herbaceous/weed management plan to the Clallam County DCD or Noxious Weed Department for review and approval. This plan should include Integrated Pest Management, and specify the methods to control herbaceous species such as flaming, digging, cutting and spot chemical applications, and chemicals to be used. The plan should also address the importance of preserving the native plants (that do not hinder tree growth) and removing noxious weeds and invasive non-native plants such as Armenian (Himalayan) Blackberries and ivy from the harvested areas. This plan should utilize methods that are effective, least toxic, and minimize the impacts to the environment. The requirements of this plan shall be in effect until areas are reforested or the subsequent use is established.

(4) Type 2 COHP Standards. Exceeding the standards stated in Section (3) above shall be subject to a Type 2 Forestry Permit from DCD. A Type 2 COHP shall meet the Standards of Section 3 above to the greatest extent feasible, except that the following thresholds shall not be exceeded:

(a) No timber or road construction shall occur within geologically hazardous areas unless the applicant can demonstrate that the proposed activity will not adversely impact the geologically hazardous area. This may include submitting a geotechnical report meeting requirements of Section 27.12.820 CCC to DCD for review and approval.

(b) A maximum of 66 percent of the number of standing trees and trees 12-20 inches diameter-at-breast-height (dbh) east of the Elwha River or 18 to 30 inches dbh west of the Elwha River may be harvested under a COHP. As an alternative within a uniform timber stand 66 percent of the timbered area (patch cut) may be harvested. Another option is to retain a minimum of 100 well distributed trees per acres, which represent the largest size and class trees shall be retained on-site. DCD would allow the COHP harvest that retains more large trees, provides diverse forestlands/bio-diversity, and are appropriate the on-site conditions/constraints of the site.

(c) With the exception of a patch cut, a maximum of 50 percent of the total acreage may be clear-cut. The future removal of stumps, clearing of duff/understory, or grading or clearing will require compliance with the Clallam County Shoreline Master Plan, Critical Area Code, Stormwater Ordinance, and other Clallam County Codes.

(d) DCD may require a Forest Management Plan for the Clallam County Assessor's Designated Forest Land Taxing classification, a forester to mark the clear cut, buffers and leave trees, or a Small Forest Owners plan from DNR to ensure compliance with the Type 2 COHP standards.

(e) Timber harvests exceeding these thresholds will require a Class IV General FPA from DNR and will be subject to provisions of Section 27.11.400 of this Chapter.

(5) Implementation of COHP. Typically, DNR reviews and takes action on all FPA that have approved COHPs attached within 30 days from the date of a complete application. Failure of the DNR to take action within 30 days results in the COHP plan being approved as submitted. All COHP harvest activities shall be completed within three years from the date the COHP forest practice permit is issued by the DNR.

(a) Failure to Comply with the Terms of a COHP.

(i) An approved COHP may not be altered or revoked by the permittee without written agreement by the administrator, or by the county without agreement by the permittee, and in either case must be approved by the DNR.

(ii) If a landowner fails to comply with the requirements of the conversion option harvest plan, the county shall impose the six-year moratorium of subsection 27.11.500(1) of this section from the date the application for the permit was given final approval by the DNR. (RCW 76.09.060(3)(b)(i)(F).)

(iii) If a landowner fails to comply with the requirements of the conversion option harvest plan, any conversion that occurs constitutes an illegal conversion that is subject to the enforcement provisions of subsections 27.11.600(1)(b)&(c) of this section.

(b) Improvements Subject to this Code. If any off-site or on-site improvements are subject to development standards or permit requirements of this code, such requirements shall be met before a COHP approval is granted by the county.

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC
Clerk of the Board

DRAFT

5b
6/21/22

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners (BOCC) will conduct a public hearing on Tuesday, **July 5, 2022** 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 hearing may also be attended by Zoom by going to <https://zoom.us/join> or by calling 253-215-8782 and then enter Meeting ID: 875 561 7844 Passcode: 12345.

Any interested person or party may submit written or oral comments on the proposal. Comments can be submitted at the public hearing or in advance of the public hearing.

Description of Proposal: Clallam County Department of Community Development (DCD) has prepared a **Forestry Conversion Ordinance** that addresses reforestation requirements and 6 year Development Moratoriums of harvested areas retained in forestry use; County Forestry requirements for Conversion from Forestry to Non-Forestry Use. This includes changing of forested areas to a use incompatible with growing trees, which includes obtaining development permits for a house, septic system, clearing & stumping, land division, etc.; the process to lift a 6 year moratorium; and Conversion Option Harvest Plans. The forestry conversion ordinance would be a new Title in Clallam County Codes and would address the requirements to continue or to convert land in forest management in the Rural areas (non-Resource areas, CF Zoned or large timber tracts). Most of these requirements have been in place for over 20 years.

The Planning Commission (PC) held four open public workshops that included coordinating with the WA State Department of Natural Resources that regulates timber management through Forest Practice Applications (FPA). The PC held a public hearing on May 18, 2022 and voted 6-0 with 3 absent to approved the Forestry Conversion Ordinance.

The Forestry Conversion Ordinance would be a new code section in 27.11 Clallam County Codes (CCC) and would include the following sections: Introduction (100), Definitions (200), Forest Practices - General Regulations (300), Conversions from Forestry to Non-Forestry Use (400), Regulations Governing Continuance of Forestry Use (500), Illegal Conversions and Enforcement (600), and Conversions Option Harvest Plan (COHP) (700).

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the hearing. Written comments should be sent to the BOCC, 223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015. You can also contact Greg Ballard, Senior Planner at DCD at 360-565-2616 or at Greg.Ballard@clallamcountywa.gov.

DOCUMENTS AND INFORMATION: The Draft Forestry Conversion Ordinance dated May 18, 2022 and associated materials are available in the Current Issues section on the Clallam County website at <https://www.clallam.net>. Additional information is also available at the DCD On-Line Permit System under ECL2022-00010.


Loni Gores, Clerk of the Board



Bill **DCD Planning** for these notices.
For Publication TWICE in the
Peninsula Daily News June 22 & June 25th
Sequim Gazette June 22 & June 29th
Forks Forum June 23 & June 30th

Chapter titled 27.11 County Forestry
requirements

for Conversion from Forestry to Non-
Forestry Use,

6 year Development Moratoriums of
harvested areas retained in forestry
use,

and Conversion Option Harvest Plans



A background image of a forest with tall trees and sunlight filtering through the canopy.

Section 27.11.100 Introduction

Timber Harvest management is regulated by the 1974 Forest Practices Act.

The Department of Natural Resources (DNR) manages timber harvest.

The DNR requires a Forest Practices Application (FPA) for the harvest of trees from parcels over 2 acres in size.

A 1997 amendment to the Forest Practice Act gave local government the authority to regulate the conversion of forest land to non-forestry uses.

A background image of a forest with tall trees and sunlight filtering through the canopy.

Section 27.11.100 Introduction

This ordinance provides procedures and additional options for the transition from forestry to non-forestry use.

- This includes establishing the process to lift the **6 year development moratorium**,
- It provides standards for a **Conversion Option Harvest Plan (COHP)**, which is a plan voluntarily developed by the landowner and reviewed by the county. Once approved by the county, COHP creates enforceable rights and obligations, including additional options for the issuance of development permits within 6 years of timber harvest.

Timber Harvest Permitting Flow Chart

Is your parcel over 2 acres?

YES

NO

Subject to Clallam
County
Development
Regulations?

You need to apply for an
Forest Practice Application
(FPA) from the Dept. of
Natural Resources

YES

Are you removing 5,000 board feet
or more of merchantable timber?

NO

Are you
converting from
forestry use?

YES

Subject to Critical Area Requirements

Class IV
General
Forest
Practice
Application

-OR-

Conversion
Option
Harvest Plan

Developing
within 3
years?

YES

6- Year Development
Moratorium &
Reforestation Required

Lift 6 year development moratorium

Subject to SEPA
Clallam County take lead to enforce
CCC & for COHP

Section 27.11.200, Definitions

(1) *“Conversion from Forestry Use/Commercial Timber Management”* or *“Conversion”* means **any timber harvest requiring a Class IV General Forest Practice Application**. This refers to the cutting and removal of trees for the purpose of converting forest land to a use incompatible with forestry use or commercial timber management.

(2) *“Conversion Option Harvest Plan (COHP)”* means a **plan voluntarily developed by the landowner and approved by Clallam County**, indicating the limits and types of harvest areas, size and type of trees to be retained, road locations, critical area buffers, and details including the location of the non-forest related uses, if known. It releases the landowner from the six-year moratorium on future development).

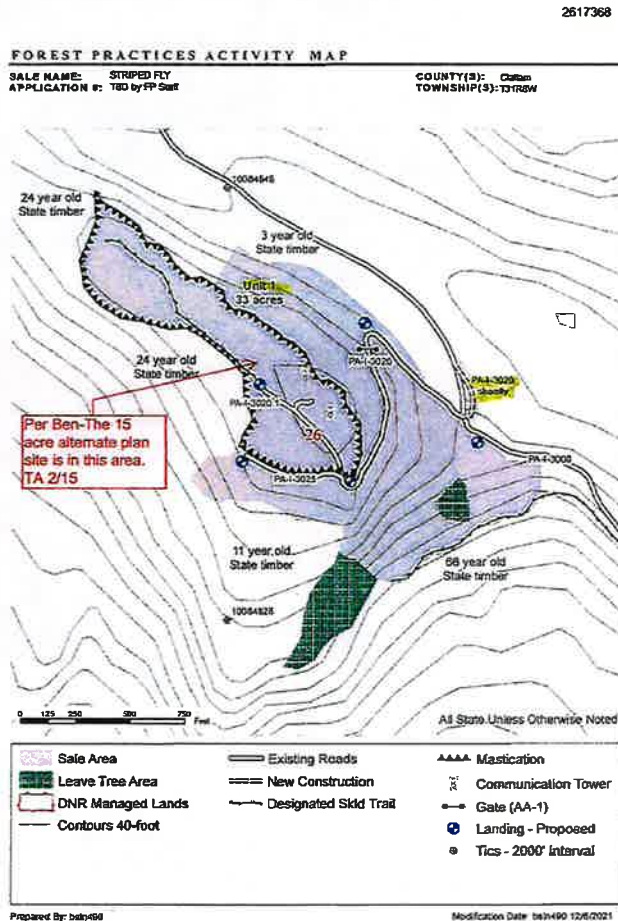
(3) *“Development moratorium”* means a **temporary prohibition by Clallam County of any and all applications for uses incompatible with forestry use** for a period of time established in RCW 76.09.460. The development moratorium is 6 years outside of Urban Growth Areas, and 10 years within UGAs from when the FPA was required or obtained.

(4) *“Continued Forestry Use/Commercial Timber Management”* refers to the **cutting and removal of trees, requiring a Class II, Class III and Class IV special Forest Practice Application**, where the harvested areas are retained in commercial timber management, required to meet WAC 222-34 reforestation requirements, and may be subject to a development moratorium.

Section 27.11.300 (1,2), Forest Practices

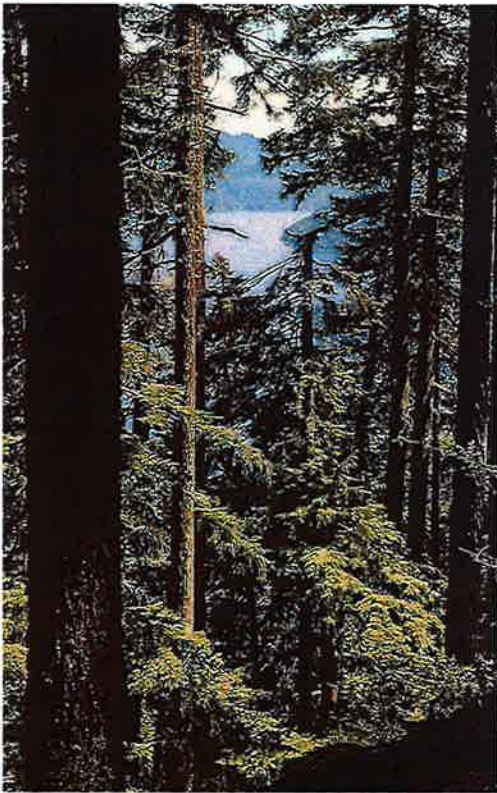
- **(1) Applicability.** Conversions, Lifting Development Moratoriums, & COHP are subject to a **Forestry Permit** from Clallam County.
Forest Practices may also subject to the 2021 Clallam County Shoreline Master Plan, Critical Areas Code, and other Clallam County Codes.
Outside of shoreline and critical area, the cutting of less than 5,000 board feet per year is not subject to this Ordinance.
- **(2) Application requirements for Clallam County Forestry Permits.**
 - ☑ (a) The application **checklist**, including a legal description of the property;
 - ☑ (b) The **signature of the landowner** of the property giving consent of the processing of the permit.
 - ☑ (c) A written **narrative** specifying the proposed timber harvest addressing each applicable standard of this section and other applicable Clallam County Codes (such as Shorelines, and Critical Areas)
 - ☑ (d) A description and map describing **legal access** to the property.
 - ☑ (e) Written **authorization** from the property owner agreeing to permit Clallam County to access the property to ensure compliance with the non-forestry-related conditions of the Forestry Permit issued by the DNR.
 - ☑ (f) The **application fees** are outlined in the Clallam County DCD Planning Division Fee Schedule.

(3) Site Plan Requirements



- (a) Location of existing and proposed **roads, yarding areas, and access points**;
- (b) The general description of the **topography** of the entire site (including slope direction and percent slope);
- (c) General location of **dominant plant type** (i.e. trees, shrubs, grassland);
- (d) A general description of the variety of **tree species** present on the site. This should include the size, age and general location.
- (e) General location and type of **soils**;
- (f) Location and type of **water bodies, drainage ways, or wetlands**;
- (g) Location and type of **Shoreline and Critical Areas**;
- (h) Shoreline and Critical Area **Buffers** where trees/vegetation will be retained
- (i) How the proposal complies with all of the requirements of the Clallam County Shoreline Master Plan, Critical Areas Code, and other applicable Clallam County Codes
- (j) Areas where **trees/vegetation will be retained** including snags
- (k) Approximate limits of **harvest area**;
- (l) General location & intended **non forestry use(s)**, if known;
- (m) Areas to be **reforested**
- (n) **Location and areas of desired timber to harvest** along with desired harvest technique. This includes selective (species) harvest, partial/thinning cut, clear cuts/even aged harvest, trees to be retained (leave trees) or other (please describe); and
- (o) **Parcel boundaries and dimensions**;

Section 27.11.300 (4), Forest Practices



- **(4) Criteria for County Forestry Permits.** County Forestry Permits are reviewed by the DCD administrator and shall approve, approve with conditions, or deny the application based on *consistency with the following criteria*:
 - (a) The applicable standards of this title;
 - (b) The Comprehensive Plan, CCC Title [31](#);
 - (c) The Zoning Code, CCC Title [33](#);
 - (d) The Shoreline Master Program, Title 35;
 - (e) The Environmental Policy Code, Title [27.01](#);
 - (f) The Critical Areas Code, Title 27.12;
 - (g) The Stormwater Ordinance, Title 27.14
 - (h) The Consolidated Permit Process Code, Title [26.10](#);
 - (i) The public health, safety, welfare, use and interest.
 - (j) The proposed action is consistent with land uses within the zoning district in which it is located and in the vicinity of the subject property
 - (k) Forest Practices Law found in RCW 76.09 and as implemented through the Forest Practice Act (WAC 222)

Section 27.11.300 (5,6), Forest Practices

(5) Emergency Conditions. ⚠️

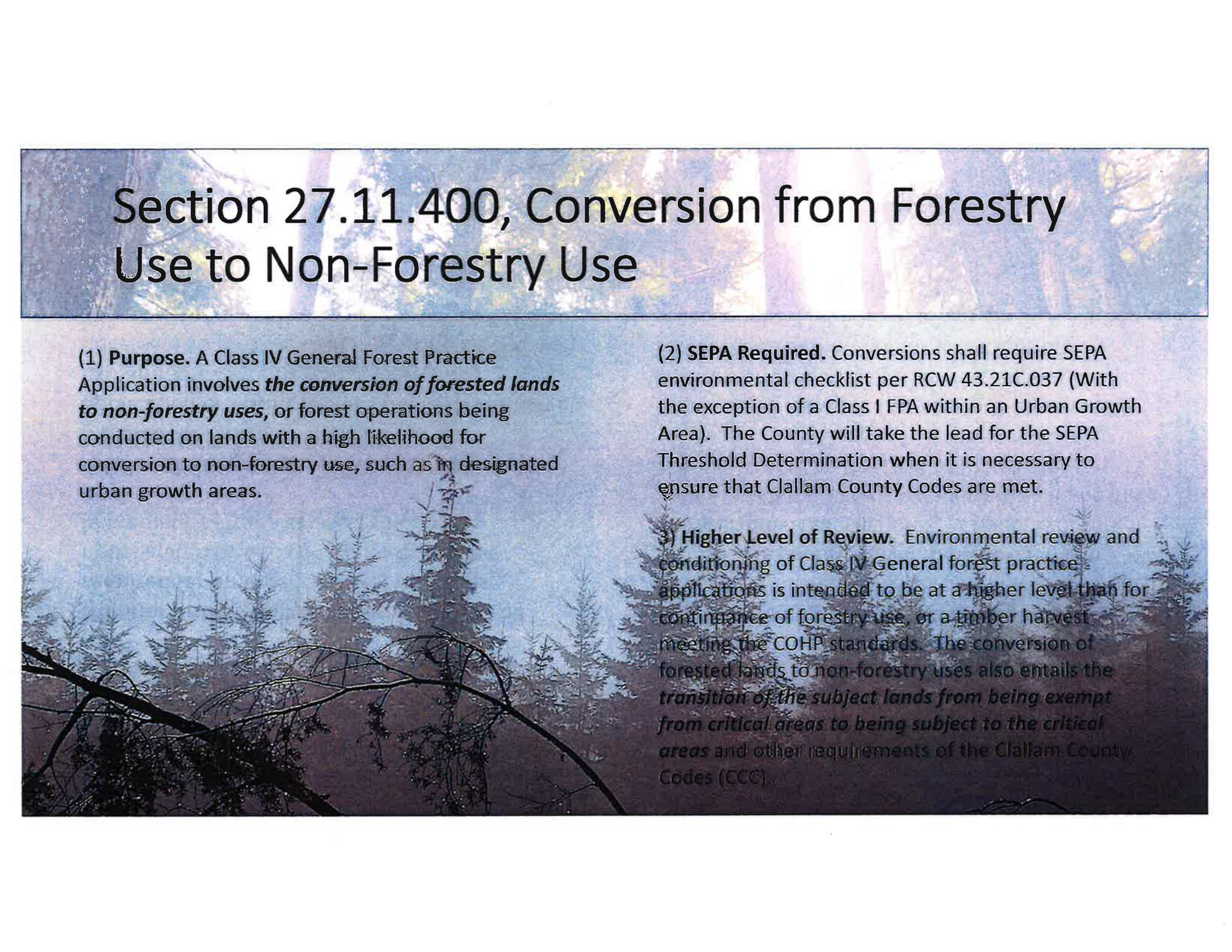
No prior notification or application shall be required for emergency forest practices necessitated by and commenced during or immediately after a catastrophic event.

Within 48 hours after commencement of such practice the operator shall submit an application or notification to the DNR with an explanation why emergency action was necessary so that the DNR may evaluate the appropriateness of the “emergency” and of the actions taken.

(6) Harvesting Timber without a Permit.

When harvesting takes place without a permit, except as provided in subsection (5) of this section, **the county may impose the six-year moratorium** of subsection 27.11.500(1) of this section from the date the unpermitted harvesting was discovered by the DNR or the county.

If the land is converted to non-forestry use, this also constitutes an illegal conversion that is subject to the enforcement provisions of subsections 27.11.600(iii) of this section. (RCW 76.09.060(3)(b)(i)(C) and (iii).)



Section 27.11.400, Conversion from Forestry Use to Non-Forestry Use

(1) **Purpose.** A Class IV General Forest Practice Application involves *the conversion of forested lands to non-forestry uses*, or forest operations being conducted on lands with a high likelihood for conversion to non-forestry use, such as in designated urban growth areas.

(2) **SEPA Required.** Conversions shall require SEPA environmental checklist per RCW 43.21C.037 (With the exception of a Class I FPA within an Urban Growth Area). The County will take the lead for the SEPA Threshold Determination when it is necessary to ensure that Clallam County Codes are met.

(3) **Higher Level of Review.** Environmental review and conditioning of Class IV General forest practice applications is intended to be at a higher level than for continuance of forestry use, or a timber harvest meeting the COHP standards. The conversion of forested lands to non-forestry uses also entails the *transition of the subject lands from being exempt from critical areas to being subject to the critical areas* and other requirements of the Clallam County Codes (CCC).

Section 27.11.400, Conversion from Forestry Use to Non-Forestry Use

(4) **Applicability.** Applications involving any of the following circumstances are considered Class IV General:

- (a) Lands that have been or are being *converted* to non-forestry use;
- (b) Forested land on parcels that are **2 acres or smaller** in size within an Urban Growth Area;
- (c) Lands with **a likelihood of future conversion** to urban development within the next 10 years; and
- (d) Forest practices that would otherwise be Class III, but are taking place on lands that are not to be reforested because of the likelihood of future conversion to urban development.
- (e) All Class I, Class II (including timber harvest and road construction) Class III, and IV-Special forest practice applications in any *designated unincorporated urban growth area*.

(5) **Continuing Forestry in Urban Growth Areas.** Forest practices within a designated UGA require a Class IV General permit unless:

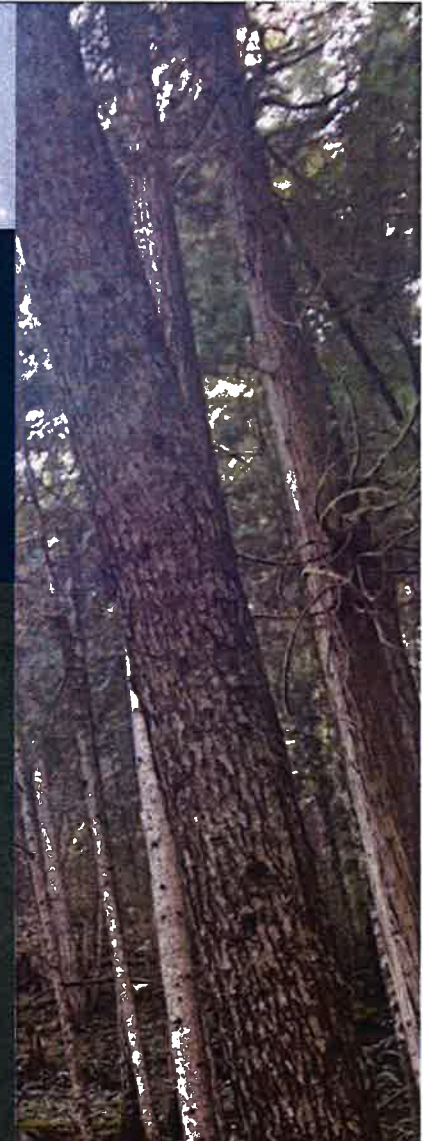
- (a) A 10-year development moratorium is placed on the land;
- (b) A COHP approved by Clallam County is submitted to the DNR as part of an application.

Section 27.11.500 (1,2), Regulations Governing Continuance of Forestry Use

(1) Mandatory Six-Year Development Moratorium. Harvested areas retained in forestry use/commercial timber management will be subject to a 6- year development moratorium.

(2) Exceptions to Development Moratorium. The following are not subject to a Development Moratorium:

- (a) A Class IV General FPA
- (b) A COHP approved by Clallam County, provided that the provisions of the COHP are implemented through the FPA issued by DNR.
- (c) Approved Class II, III or IV Special FPA applications that have either been withdrawn or expired, and no harvest in reliance upon such approval has taken place.
- (d) Areas where no timber was harvested under the FPA
- (e) Expansions, alterations, or maintenance of existing structures or the construction of accessory structures within developed areas (i.e. area not in forestry use as documented by current use or taxing program,)
- (f) Land Divisions/Boundary line adjustments done for purposes of conservation of open space/natural areas or on portions of the property where no timber harvest occurred.



Section 27.11.500 (3), Regulations Governing Continuance of Forestry Use

(3) Release of Moratorium.

- (a) **Process & Notice.** A property owner can wait until the required time period expires for the moratorium or apply to have the development moratorium released.
- (i) The administrator may “release” the development moratorium for the construction of one single-family residence and related accessory buildings on a legal lot and building site subject to a **Type I review**.
- (ii) A release from a development moratorium, other than a single-family residence and related accessory buildings shall be subject to a **Type II procedure**.
- (iii) Prior to taking action on a request for release, and following the Type I or Type II procedure, the administrator **provide notice** as provided by Section 26.10.410 CCC. This shall include soliciting comments from adjacent owners (per Section 26.10.410(2)(a),(b)&(c) CCC); appropriate federal/state departments, and tribal governments.

Section 27.11.500 (3), Regulations Governing Continuance of Forestry Use

- (b) **Criteria for release of moratorium.** A release of development moratorium through a Type I or II process (see above) is subject to the following findings:
 - (i) The person requesting the release did not attempt to avoid the county review or restrictions of a conversion forest practices application, which may be demonstrated by a transfer of property;
 - (ii) Environmentally sensitive areas and their buffers, and shoreline area as set forth in this code and the Shoreline Master Program were not damaged in the forest practice operation, or that any such damage is repairable with restoration; and
 - (iii) Corrective action can be undertaken to provide for compliance with applicable conversion standards established by this section which shall include the preparation of the applicable report to address the critical area impacted per Sections 27.12.800 to 865 CCC. This shall at a minimum ensure the restoration of an area twice the required major development buffers (specified in Chapter 27.12 CCC) protected in perpetuity. Another option would be to obtain critical area permits (per Sections 27.12.700 to 740 CCC) that the proposal would have been required subject to meet since this activity is no longer exempt from the critical areas review under CCC 27.12.035(10). If the timber harvest has already impacted the critical areas, the required review of the critical areas permits shall be reviewed as if the timber harvest has not occurred and the critical areas were in their pre-harvest condition.
 - (iv) The harvest of trees through a Class II, or III, or IV Special FPA did not undermine the County's ability to efficiently ensure the transition from forestry to non-forestry use. The removal of trees shall be coordinated with the likely subsequent use of the property (i.e. require landscaping buffers/screening between uses).

Section 27.11.600, Illegal Conversions, and Enforcement

(1) Conversion without a Class IV General Permit or COHP.

- (a) If land is converted to a use incompatible with growing trees within six years after approval of a forest practices permit application that was not a Class IV General or did not have an approved COHP, the conversion constitutes a violation of each of the local and regional authorities to which the forest practice operations would have been subject if the application had stated that conversion was intended. (RCW 76.09.060(3)(b)(iii).)
- (b) The county shall impose the **six-year moratorium** of Section 27.11.500(1) of this section from the date the unpermitted conversion was discovered by the DNR or the county. (RCW 76.09.060(3)(b)(i)(C).)
- (c) **Violations may be subject to civil or criminal penalties**, as per Chapter 222-46 WAC. The county may also enforce its regulations as provided in subsection (1)(a) of this section, using the procedures in Sections 33.59 and 27.12.055 CCC.

(2) Failure to Comply with Reforestation Requirements.

- (a) It is the responsibility of DNR to ensure that reforestation WAC 222-34 occurs on lands devoted to continued forestry use (per 27.11.500 of this chapter). However, if reforestation does not occur within these areas or on areas required under the county forest permit requirements, the county may also enforce its regulations as provided in subsections (1) of this section.
- (b) Failure to reforest may also constitute a **removal of forest tax designation and a change of use, and shall subject the lands to the payments and/or penalties resulting from such removals or changes.** (RCW 76.09.060(3)(b)(ii).)

Section 27.11.700 (1,2), Conversion Option Harvest Plan

(1) Purpose of COHP.

A Conversion Option Harvest Plan (COHP) provides landowners an option to manage forested areas to promote the health and diversity of the forest while also allowing for future non-forestry development. A COHP is a plan voluntarily *developed by the landowner and reviewed by the county*. Once approved by the County, the plan will be submitted to the DNR as part of a Forest Practice Application. Any harvest of trees shall be done accordance with the approved plans. A properly implemented COHP maintains wildlife diversity by maintaining and improving a diverse mix of trees, understory and herbaceous ground cover.

(2) SEPA Requirements for COHP.

COHP implemented through a Class II or III FPA by DNR *are exempt from requiring a SEPA environmental checklist* per RCW 43.21C.037, when developments permits are not proposed within three years of the date of the timber harvest requiring a FPA from DNR.

If development permits are proposed within 3 years of the date of the timber harvest requiring a FPA from DNR, the county will issue a SEPA Threshold Determination as part of the processing of the COHP.

Section 27.11.700 (3), Conversion Option Harvest Plan- Type 1

(3) Type 1 COHP Standards. All COHP that meet the following minimum standards shall be subject to a Type 1 review:

(a) **No more than 33 % of the # of standing trees and trees 12 – 20” diameter-at-breast-height (dbh) east of the Elwha River or trees 18- 30” dbh west of the Elwha River may be harvested under a COHP.**

As an alternative within a uniform timber stand 33 % of the timbered area (patch cut) may be harvested.

With the exception of required roads, all stumps and understory shall remain undisturbed. No brush raking is permitted.

(b) Unless DCD determines buffers are not needed to protect aesthetics of the area, to ensure compatibility with adjoining uses, or to address potential hazard trees within 150 ft of structures, **a 50-foot-wide buffer shall be preserved along public and private roads, and property lines abutting non resource lands.**

(c) All roads in a COHP shall be designed to **accommodate the potential for future development** and subdivision of the property. Roads and skid trails shall minimize total road length. All roads in a COHP intended to serve future land divisions shall meet the design and construction standards specified in Chapter 29.30.200 CCC. All stream crossings shall be required to obtain an hydraulic project approval (HPA) permit, as determined by WDFW, prior to submittal of the COHP.

(d) A COHP shall minimize the number and size of clearcut areas. With the exception of a patch cut, **no individual clearcut areas may exceed 20% of the total acreage, up to a maximum of two acres.** The future removal of stumps, clearing of duff/understory, or grading or clearing will require compliance with the Clallam County Shoreline Master Plan, Critical Area Code, Stormwater Ordinance, and other Clallam County Codes.

(e) The proposed timber harvest or road construction is **not located within an area designated as Geologically Hazardous** per Section 27.12.410 CCC.

Section 27.11.700 (3), Conversion Option Harvest Plan- Type 1 cont.

(3) Type 1 COHP Standards. All COHP that meet the following minimum standards shall be subject to a Type 1 review:

(f) With the exception of the proposed conversion area (i.e. building location), **all trees over 100 years old or over 20 inch dbh east of the Elwha River or 30 inches west of the Elwha River, and snags (excluding diseased trees) shall be retained** where they do not pose a safety hazard.

(g) **Trees remaining on the site after the harvest will represent all species and size classes existing on the site before harvest**, unless it is determined by DCD with consultation from DNR & WDFW that the removal of all of a specific tree would promote the health of the forest stand. If these areas are not intended to be utilized for non-forest uses they shall be reforested at 300 to 400 trees per acre meeting the requirements found in WAC 222-34. Areas requiring reforestations should include a variety of native tree species to Clallam County, provides diverse forestlands/bio-diversity, and are appropriate the on-site conditions/constraints.

(h) **Trees remaining on the site will be of sufficient quality** (good crown cover, straight trunks, deep root system, and healthy condition) to survive after the harvest is complete.

(i) **All required buffers shall be flagged and approved** prior to harvesting.

(j) No portion of the proposed harvest is classified as designated forest land or is located within a forest resource land use district;

(k) Removal of herbaceous species which interfere with growth of the desired trees shall require the submittal of a **herbaceous/weed management plan** to the Clallam County DCD or Noxious Weed Department for review and approval. This plan should include Integrated Pest Management, and specify the methods to control herbaceous species such as flaming, digging, cutting and spot chemical applications, and chemicals to be used. The plan should also address the importance of preserving the native plants and removing noxious weeds. This plan should utilize methods that are effective, least toxic, and minimize the impacts to the environment. The requirements of this plan shall be in effect until areas are reforested or the subsequent use is established.

Section 27.11.700 (4), Conversion Option Harvest Plan- Type 2

(4) **Type 2 COHP Standards.** Exceeding the standards stated in Section (3) above shall be subject to a Type 2 Forestry Permit from DCD. A Type 2 COHP shall meet the Standards of Section 3 above to the greatest extent feasible, except that the following thresholds shall not be exceeded:

(a) No timber or road construction shall occur within geologically hazardous areas unless the applicant can demonstrate that the proposed activity will not adversely impact the geologically hazardous area. This **may include submitting a geotechnical report** meeting requirements of Section 27.12.820 CCC to DCD for review and approval.

(b) A maximum of 66 % of the number of standing trees and trees 12-20" diameter-at-breast-height (dbh) east of the Elwha River or 18 to 30" dbh west of the Elwha River may be harvested under a COHP. As an alternative within a uniform timber stand 66 % of the timbered area (patch cut) may be harvested. Another option is to retain a minimum of 100 well distributed trees per acres, which represent the largest size and class trees shall be retained on-site. DCD would allow the COHP harvest that retains more large trees, provides diverse forestlands/bio-diversity, and are appropriate the on-site conditions/constraints of the site.

(c) With the exception of a patch cut, **a maximum of 50 percent of the total acreage may be clear-cut.** The future removal of stumps, clearing of duff/understory, or grading or clearing will require compliance with the Clallam County Shoreline Master Plan, Critical Area Code, Stormwater Ordinance, and other Clallam County Codes.

(d) DCD may require a **Forest Management Plan** for the Clallam County Assessor's Designated Forest Land Taxing classification, a forester to mark the clear cut, buffers and leave trees, or a Small Forest Owners plan from DNR to ensure compliance with the Type 2 COHP standards.

(e) Timber harvests exceeding these thresholds will require a Class IV General FPA from DNR and will be subject to provisions of Section 27.11.400 of this Chapter.

Section 27.11.700 (5), Conversion Option Harvest Plan

(5) **Implementation of COHP.** Typically, DNR reviews and takes action on all FPA that have approved COHPs attached within 30 days from the date of a complete application. Failure of the DNR to take action within 30 days results in the COHP plan being approved as submitted. All COHP harvest activities shall be completed within *three years from the date the COHP forest practice permit* is issued by the DNR.

- (a) Failure to Comply with the Terms of a COHP.
- (i) An approved COHP may not be altered or revoked by the permittee without written agreement by the administrator, or by the county without agreement by the permittee, and in either case must be approved by the DNR.
- (ii) If a landowner fails to comply with the requirements of the conversion option harvest plan, the county shall impose *the six-year moratorium* of subsection 27.11.500(1) of this section from the date the application for the permit was given final approval by the DNR. (RCW 76.09.060(3)(b)(i)(F).)
- (iii) If a landowner fails to comply with the requirements of the conversion option harvest plan, any conversion that occurs constitutes an *illegal conversion* that is subject to the enforcement provisions of subsections 27.11.600(1)(b)&(c) of this section.
- (b) Improvements Subject to this Code. If any off-site or on-site improvements are subject to development standards or permit requirements of this code, such requirements shall be met before a COHP approval is granted by the county.

Clallam County Forestry Ordinance Brochure Page 1



Why do we have Forest Practice Rules?

In 1974 the WA State legislature wrote the Forest Practice Act (Chapter 76.09 RCW). This act is designed to protect water quality, provide fish and wildlife habitat, protect cultural movements and ensure that harvested areas are reforested. The act defines a plan to protect public resources while assuring that Washington continues to be a productive timber growing area.

While the DNR regulates most timber harvest activities through the Forest Practice Act (WAC 222), Cities and Counties have the authority to exercise jurisdiction over certain timber harvest activities.

The Clallam County Conversion Forestry Ordinance simplifies the process for landowners to remove trees on their property and establish a home.

The Conversion Option Harvest Plan (COHP) option now offered to landowners is a less expensive and easier alternative to a Class IV-General forest practices permit or 6-year development moratorium required by the DNR.

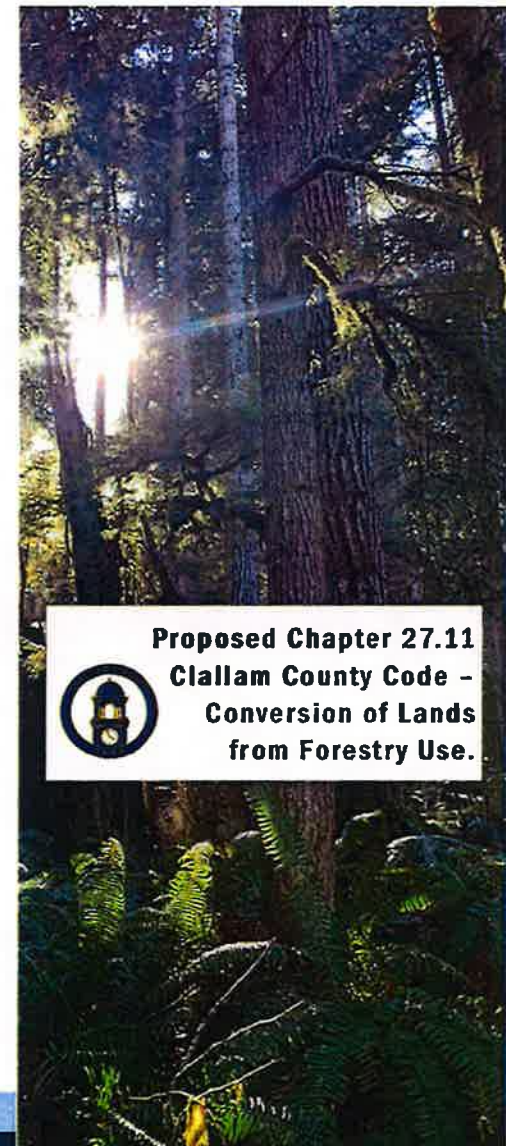
The intent of this Ordinance is to discourage clear-cutting and to protect forest resources by requiring landowners to leave the brush and understory, and to maintain critical area buffers before timber harvest.

Contact us

 Clallam County Dept. of Community Development
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Port Angeles, WA 98362

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**Proposed Chapter 27.11
Clallam County Code –
Conversion of Lands
from Forestry Use.**

Clallam County Forestry Ordinance Brochure Page 2

Conversion Forestry Ordinance

The Clallam County Planning Commission will be having a public hearing on May 18, 2022 to consider enacting the Conversion Forestry Ordinance to establish the minimum standards and requirements for certain timber activities. Clallam County works with the DNR to assist landowners with the following forestry related activities:

SEPA Threshold Determinations for Class- IV General Conversion Permits

Conversion Option Harvest Plans (COHP)s

Enforcing or Lifting Six-Year Development Moratoriums



Did you know?

Cutting less than 5,000 board foot (1 big truck) of timber for personal use (i.e. not for sale/trade) & kept on-site may not require a Forest Practice Application.

→ A Forest Practice Application is required for the removal of trees from parcels over 2 acres in size.

The DNR requires a development moratorium on land where timber is removed for six years from the date of forest practice approval. This moratorium may be lifted under certain circumstances along with mitigation conditions. However, a landowner may want to keep their options open for future development. In this case, there are two options available:

Class IV Forest- General Conversion Permits are required by the DNR for forest practices on lands that have, are being, or likely to be converted to another use, like roads or housing.

An alternative to Class IV- G Permits are **Conversion Option Harvest Plans (COHP)**. COHPs are voluntary timber harvesting plans that are developed by a landowner. The plan must be approved by the County and must comply with Clallam County codes (including critical areas). The approved plan is submitted to the DNR as part of a Class II or III Forest Practices Application; and the six-year development moratorium will be waived. In February 2022, DNR announced that COHPs are allowed in rural areas of Clallam County.

→ Am I eligible for a COHP?

The Conversion Forestry Ordinance specifies two types of COHPs.

"Type 1" plans involve cutting less than 33% of the timber volume on site. County fee - \$150

"Type 2" plans exceed the standards of a Type 1 and could include up to 66% of the timber volume to be removed. Type 2 COHPs require reforestation. County fee - \$500

For all other conversions, the option of a Class IV General FPA through the DNR is available.

→ What do I need for a COHP?

- ✦ COHP permit application form
- ✦ Timber harvest Plan
- ✦ A site map of road locations & landings utilized for timber harvest, the limits and types of harvest, including the areas that will not be harvested, the reforestation area (if required), and the future home site and appearance.
- ✦ Payment of applicable fees
- ✦ A SEPA Threshold Determination if development permits (i.e. building, septic, etc.) are proposed within 3 years of the timber harvest.

→ Where can I find out more?

For more information visit: <http://www.clallam.net/planningcommission.html>

Contact DNR about Small Forest Owner Plans at (360) 374-2800

Questions or Comments?

