



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, June 24, 2024 – 9:00 a.m.

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

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

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

This meeting can be viewed on a live stream at this link: <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

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

Administration ? 9 a.m.

1. [Calendar/Correspondence](#)
2. [Resolution appointing Abigail Bohman and Viola Ware to the Homelessness Task Force](#)
[Resolution](#) 
3. [Resolution appointing Gabriel Bugarin to the Conservation Futures Program Advisory Board](#)
[Resolution](#) 
4. [Contract with Washington State Criminal Justice Training Commission for wellness programs](#)
[Contract](#) 

Public Works

5. [Resolution authorizing the temporary closure of Olympic Hot Springs Road No. 17810](#)
[Resolution](#) 
6. [Letter of support for Small Scale Water Efficiency Project ? AMI Metering Conversion Phase I](#)
[Letter](#) 

Community Development

7. [Resolution authorizing Conservation Futures Program Advisory Board Bylaws Change](#)

Resolution

8. Streamkeepers project and funding presentation

Presentation

Board of Commissioners

9. Briefing and request a call for proposals to be received no later than Tuesday, July 23, 2024 at 10 a.m. regarding the Clallam County Hearings Examiner

Briefing and request to call for proposals

Document - Added 6-24-24 - Informational packet

10. Letter to the City of Port Angeles changing the County contact designee to the County Administrator for the Emergency Operations Center (1f)*

Letter

Draft letter - added 6-20-24

Budget

11. Review the "How Did We Do?" reports comparing each month's actual performance

Review

General Discussion/Items for Future Agendas

- A. Department of Natural Resources Meeting (August 19 at 1 p.m.)
- B. Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)
- C. Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. ? hosted at BOCC)
- D. Department of Natural Resources Meeting (November 18 at 1 p.m.)
- E. Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)

EXECUTIVE SESSION

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

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



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JUN 24 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-24-24**

REGULAR AGENDA ☒ **Meeting Date: 7-2-24**

Item summary:

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

Executive summary:

Vacancies exist on the Homelessness Task Force due to the expiration of a term and a resignation.

A press release was issued during the month of April 2024 soliciting applications from interested citizens. Three applications were received.

Olympic Community Action Programs recommend the appointment of Viola Ware to the Homelessness Task Force.

Health and Human Services Deputy Director endorses the appointment of Abigail Bohman and Viola Ware to the Homelessness Task Force.

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

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

Approve and sign resolution appointing.

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

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

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

* 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 Bohman & Ware 7-2-24

Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING MEMBERS TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Homelessness Task Force due to the expiration of a term and a resignation.
2. A press release was issued during the month of April 2024 soliciting applications from interested citizens. Three applications were received.
3. Olympic Community Action Programs recommend the appointment of Viola Ware to the Homelessness Task Force.
4. Health and Human Services Deputy Director endorses the appointment of Abigail Bohman and Viola Ware 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. **Abigail Bohman** is appointed to serve as the Faith Community representative for a term expiring on December 31, 2025.
2. **Viola Ware** is appointed to serve as the Olympic Community Action Programs representative to complete the term expiring December 31, 2024 and an additional three-year term ending December 31, 2027.

PASSED AND ADOPTED this 2nd day of July 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias

c: A22.50
Appointee(s)
HHS



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-24-24**

REGULAR AGENDA ☒ **Meeting Date: 7-2-24**

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.

A press release was issued during the month of April 2024 soliciting applications from interested citizens. One application was received.

The Director of the Department of Community Development supports the appointment of Gabriel Bugarin to the Conservation Futures Program Advisory Board.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Department of Community Development

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 6-14-24

* 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 _____, 2024

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. A press release was issued during the month of April 2024 soliciting applications from interested citizens. One application was received.
3. The Director of the Department of Community Development supports the appointment of Gabriel Bugarin to the Conservation Futures Program Advisory Board.

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

1. **Gabriel Bugarin** is appointed to serve as the Commissioner District I representative for term ending December 31, 2027.

PASSED AND ADOPTED this 2nd of July 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Mark Ozias

cc: A22.33
Appointee (s)
BOCC



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JUN 24 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 6/24/24

REGULAR AGENDA ☒ **Meeting Date:** 7/2/24

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

Item summary:

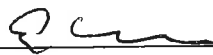
- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-24-11 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Prioritizing wellness planning for law enforcement staff is vital to maintaining long-term employee retention and healthy responses and judgment used in critical situations. The Washington State Criminal Justice Training Commission administers a grant supporting the creation or growth of wellness programs, and has awarded the Sheriff's Office with \$20,000 for the period of 7/1/24 – 6/30/25. We will use these funds primarily for a consultant to create and teach a curriculum covering different aspects of wellness, as well as customize goals and strategies for individual participants. There will be quarterly classes provided to corrections and patrol deputies along with monthly check-ins on goal progress. \$1,600 of this funding will also support equipment purchases that employees can utilize in their physical fitness strategies.

Budgetary impact: Additional funding will be added via supplemental

Recommended action: BOCC approval

County Official signature & print name: Elizabeth Waknitz 

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 6/18/24

* 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)

811-24-4

Washington State Criminal Justice Training Commission		WSCJTC Contract No. IA25-013	
		Program Index 529	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below and is governed by Department of Enterprise Services Procurement Policies.			
Contractor Name: Clallam County Sheriff's Office		Contractor Address: 223 E. 4 th St., Suite 12, Port Angeles, WA 98362	
Contact: Diane Harvey			
Contact Telephone: 360-417-2520		Contact E-Mail Diane.harvey@clallamcountywa.gov	
Statewide Vendor Number: (SWV): Click here to apply or provide number below:			
0000200-05			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel, Grant Manager		E-mail Address Susan.Rogel@cjtc.wa.gov Telephone 206-939-8437	
Contract Start Date July 1, 2024	Contract End Date June 30, 2025	Contract Maximum Amount \$20,000	
Subcontracting Authorized? Y/N Y	Travel Expenses Authorized? Y/N Y		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Susan Rogel <i>Susan Rogel</i> 6/11/2024		Clallam County Sheriff's Office	
Manager Date		Contractor Business Name	
Brian Elliott <i>Brian Elliott</i> 6/11/2024			
Department Manager Date		Date	
Monica Alexander <i>Monica Alexander</i> 6/12/2024			
Executive Director Date		Contractor signature	
Holly White			
WSCJTC Contract Specialist Date		Print Name & Title Mike French, Chair of Clallam County Board of Commissioners Mike.french@clallamcountywa.gov	



Approved as to Form

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

This grant is for the purpose of establishing officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing.

OUTCOME REPORTING AND BILLING TIMELINES

1. **Outcome Report**
2. **Invoice (A-19 and backup documentation – submitted in one PDF document all together)**

DUE DATES:

1. October 15, 2024 (July, August, & September)
2. January 15, 2025 (October, November, & December)
3. April 15, 2025 (January, February, & March)
4. July 10, 2025, **FINAL** submission (April, May, & June)

REQUIRED OUTCOMES FOR REPORT: (See allocation amounts on last page)

1. Gym Equipment – Document when received and number who use the equipment.
2. Grow Stong LLC - Wellness Trainer – Document trainings, number attended, dates and topics.
3. Complete officer survey of usefulness of all services and suggestions for future officer wellness services. Report outcomes in final report.

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Nondiscrimination.

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSCJTC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSCJTC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSCJTC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract

and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a "non-employee covered worker" and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

Total Allocation		\$20,000
	Gym Equipment	\$1,600
	Grow Strong LLC, Wellness Trainer	\$18,400



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AGENDA ITEM SUMMARY

JUN 24 2024

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

Department: Public Works-Roads

WORK SESSION ☒ **Meeting Date: 06/24/2024**

REGULAR AGENDA ☒ **Meeting Date: 07/02/2024**

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 Road Closure |

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a resolution authorizing the closure of Olympic Hot Springs Road between milepost 0.00 and 0.23 while WSDOT finishes up their project replacing the Elwha River Bridge on US101.

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?** ☐

The only cost will be for the posting and publication of the closure.

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

We recommend the Commissioners sign this resolution allowing the closure. The Road Department will post notices and publish the resolution as required by RCW 47.48.020.

County Official signature & print name: _____ *Joe Donisi*

Name of Employee/Stakeholder attending meeting: _____ Joe Donisi, Jesse Goodman

Relevant Departments: _____ Public Works

Date submitted: 06/18/2024

* 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)



CR RESOLUTION ____, 2024

AUTHORIZING THE TEMPORARY CLOSURE OF OLYMPIC HOT SPRINGS ROAD - NO.
17810

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County Engineer has determined that Olympic Hot Springs Road, between milepost 0.00 and milepost 0.23, needs to be closed to public access for up to 10 calendar days between the period beginning July 12, 2024 and ending July 31, 2024. The road closure is necessary to allow WSDOT to finish construction of the new Elwha River Bridge which includes reconstruction of the Olympic Hot Springs Road and US 101 intersection.

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

1. That Olympic Hot Springs Road will be closed between milepost 0.00 and milepost 0.23 for up to 10 calendar days between the period beginning July 12, 2024 and ending July 31, 2024.
2. That the Clallam County Road Department post and publish notices as required by R.C.W. 47.48.020.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Mark Ozias

Please Publish: July 5, 2024

Please Bill: Clallam County Public Works Department
223 East Fourth Street, Suite 6
Port Angeles, WA 98362

b



AGENDA ITEM SUMMARY

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

JUN 24 2024

Department: Public Works

WORK SESSION ☒ Meeting Date: 06/24/24

REGULAR AGENDA ☒ Meeting Date: 07/02/24

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:

The Clallam County Public Utility District (PUD) is applying for grant funding from the U.S. Bureau of Reclamation for the deployment of Advanced Metering Infrastructure (AMI) across most of their water systems. They plan to stage the project in two phases with the first phase taking place in 2025-2026 and targeting about 10% of the District's water service connections. The PUD is planning to include their existing Carlsborg Water System in the first group and are requesting letters of support from other agencies that have a stake in water conservation on the Olympic Peninsula to submit with their grant application. The application deadline is July 9, 2024.

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

Not applicable. The PUD is not requesting any financial support from the County specific to the AMI Metering Conversion, Phase 1 project that is subject of the grant application.

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

Approve sending the attached letter of support for the PUDs grant application.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

Date submitted: June 18, 2024

* 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)

BOCCAagenda Item_PUDSupportLtr (06-24-24)

Revised: 3-04-2019



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

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@clallamcountywa.gov

TODD MIELKE, County Administrator

July 2, 2024

Bureau of Reclamation
Water Resources and Planning Office
Attn: Nickie McCann
Mail Code: 86-63000
P.O. Box 25007
Denver, Co 80225-0007

RE: Support for the PUD No. 1 of Clallam County Small Scale Water Efficiency Project: AMI Metering Conversion, Phase 1

Dear Nickie:

Clallam County is writing in support of the Small-Scale Water Efficiency Project grant application by PUD No. 1 of Clallam County, titled "AMI Metering Conversion, Phase 1." This project is aimed at improving the District's water resource management and water conservation programs through the deployment of Advanced Metering Infrastructure (AMI). AMI deployment will enhance the resolution of the District's distribution system efficiency data, provide real time customer side leak detection alerts and gain customers better opportunity to become engaged in the District's strategic initiatives related to water conservation.

The District provides potable water service to 5100 residential, commercial, industrial and institutional connections within Washington's Water Resource Inventory Areas 18 and 19. Water resources in this region support several species of salmonid species including chinook, coho, chum, pink, sockeye, steelhead and cutthroat trout. Irrigated agriculture plays an important role in the culture, history and economy of Clallam County. Population is climbing steadily in rural western Washington State as more people from around the country move to the area for the clean air, beautiful views and natural resources. For each of these reasons, water resource management and water conservation are vital elements of Clallam County's sustainable future.

This project supports four of the District's Strategic Objectives: Practice Environmental Responsibility, Ensure Reliable Supply, Manage Resource Portfolios and Enhance Customer Partnership. Clallam County is happy to support these objectives and the District's AMI Metering Conversion, Phase 1 project.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



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JUN 24 2024

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ **Meeting Date:** 6/24/2024

REGULAR AGENDA ☒ **Meeting Date:** 7/2/2024

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: Conservation Futures PAB bylaw change Article VIII- Quorum. The CFPAB consists of five voting members and currently has one vacancy. The previous bylaws only allowed for a quorum with four voting members. The new language will form a quorum with a simple majority of members, rather than a specific amount. This new language will allow the CFPAB to conduct business with vacancies.

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

Recommended action: Approve resolution.

County Official signature & print name: Bruce Emery

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

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Enrique Valenzuela- DCD

Date submitted: 6/17/2024

* 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 _____, 2024
AUTHORIZING CONSERVATION FUTURES
PROGRAM ADVISORY BOARD BYLAWS CHANGE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.
2. The statute requires the establishment of a Conservation Futures Program Advisory Board
3. The Conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the Conservation Futures program and shall develop strategic, long-term plans for the program.
4. The Conservation Futures Program Advisory Board consists of five voting members, and currently has one vacant position.
5. The Conservation Futures Board met on June 12, 2024, to review a bylaw change and recommend this change to the Board of Commissioners.

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

1. Concurs in the recommendation of the Conservation Futures Program Advisory Board.
2. Authorizes a change to the Conservation Futures Program Advisory Board bylaws Article VIII A. from "Except as otherwise specifically provided in these Bylaws, the attendance (either in person or electronically) of four (4) "voting members" of the CFPAB at the CFPAB meeting shall constitute a quorum for the transaction of business." to "Except as otherwise specifically provided in these Bylaws, the attendance (either in person or electronically) of a simple majority of "voting members" of the CFPAB at the CFPAB meeting shall constitute a quorum for the transaction of business.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

CLALLAM COUNTY

Conservation Futures Program Advisory Board

Bylaws

Article I-Object

These Bylaws are promulgated and enacted by the Conservation Futures Program Advisory Board (or "CFPAB") for the governance of the CFPAB.

Article II-Precedence

These Bylaws have been generated and approved in accordance with RCW 84.34.230 and Chapter 5.45 of the Clallam County Code. To the extent any text of these Bylaws is determined to be in conflict with either the state law or the County Code the text of the state law and/or County Code will be controlling. These Bylaws also expressly recognize that state law and County Code may, in the future, be the subject of amendment. Those amended state laws and/or County Code will also be controlling.

Article III-Membership and Terms

- A. The CFPAB shall have as many "voting members" as are listed in County Code §5.45.050.
- B. "Voting members" shall be appointed to terms of differing lengths in order to stagger the occasions when the position becomes vacant.
- C. There shall initially be appointed five (5) "voting members," and each such member shall be given a Position number, 1-5
 - a. The appointee holding Position Number 1 will have a term ending December 31, 2024
 - b. The appointees holding Positions Number 2 and 3 will have a term ending December 31, 2023
 - c. The appointees holding Position Number 4 and 5 will have a term ending December 31, 2022
 - d. The term of any person appointed to fill a mid-term vacancy will end upon the date chosen for the normal expiration of that term and the person so appointed mid-term shall be eligible for re-appointment to a full term.
- D. The appointment of "members" to the CFPAB will occur in accordance with County Code §5.45.050.
- E. There shall be "ex officio" (non-voting) "members" of the CFPAB as described in County Code §5.45.050.
- F. A full term shall be four (4) years in length and no longer.
- G. Clallam County will appoint one person from the Commissioners' Office to serve as the Administrative Assistant for the CFPAB.

- H. An attorney from the Prosecuting Attorney's Office will provide legal advice and consultation to the CFPAB in its role as an advisory Board to the County Commission BUT not to individual CFPAB members.

Article IV- Purpose of Conservation Futures Program

The purpose of the Conservation Futures Fund is to acquire interests and/or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

Amounts placed in the conservation futures fund shall be used to acquire rights and/or interests in farm and agricultural land, open space land, timberland, and public access to water on a voluntary basis, as established in Chapter [84.34](#) RCW and for the maintenance and operation of any property acquired with these funds. The purpose is to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve the property for public use or enjoyment. Included are debt issuances and debt service costs related to bond monies and repayment in instances where bonds are issued to further these purposes.

The amount of revenue used for maintenance and operations of real property, the rights and/or interests of which were acquired pursuant to the terms of RCW [84.34.210](#) and [84.34.220](#), i.e., Conservation Futures Funding, may not exceed fifteen percent of the total amount collected from the tax levied under RCW [84.34.230](#) in the preceding calendar year. Revenues from this tax may not be used to supplant existing maintenance and operation funding.

All monies collected during the initial 10-year period shall be expended for the conservation of farm and agricultural land.

Article V-Duties of the CFPAB

The CFPAB shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded.

The CFPAB shall also make annual or more frequent recommendations to the Board of County Commissioners for projects to be funded as part of the conservation futures program.

The CFPAB shall develop strategic, long-term plans for the program.

Article VI-Meetings

- A. Regular meetings of the CFPAB shall be held on dates established at the first meeting of the CFPAB and shall be noticed and conducted in a manner consistent with Ch. 42.30 RCW, the Open Public Meetings Act.
- B. At the first meeting of the CFPAB, the "members" shall elect from among the "voting members" a chairperson to run the meetings and organize, with the assistance of the CFPAB's Administrative Assistant, the agenda for the meetings.
- C. Special meetings of the CFPAB may be called by the Chair of the CFPAB and shall be noticed and conducted in a manner consistent with Ch. 42.30 RCW, the Open Public Meetings Act.
- D. The CFPAB meetings and meetings of a CFPAB committee shall be open to the public and members of the media and shall occur in a location that is handicapped accessible.
- E. Public input at CFPAB meetings and committee meetings shall be limited to that time on the meeting agenda set aside for public input.
- F. Unless otherwise established by the Chair of the CFPAB, public input (oral testimony) will be limited to three minutes per speaker until such time as all persons wishing to speak have spoken or waived their right to speak, at which time a prior speaker may again speak for not more than two minutes.
- G. CFPAB meetings will be held in compliance with all health and safety requirements in effect at the time of the meeting.
- H. An attendance record of all CFPAB meetings and committee meetings shall be kept.

Article VII- Agenda format

While the Chair has full discretion to establish the agenda for any and all CFPAB meetings, the following "Order of Business" is offered as a default or template agenda format for possible use:

- Open the meeting at the time set
- Pledge of allegiance
- Roll call
- Approval of minutes from prior meeting
- Adoption of agenda
- Review correspondence or communications received by CFPAB
- Unfinished business
- New business
- Public comment
- Announce date for next meeting
- Adjourn

Article VIII-Quorum

- A. Except as otherwise specifically provided in these Bylaws, the attendance (either in person or electronically) of ~~four (4)~~ a simple majority of "voting members" of the CFPAB at the CFPAB meeting shall constitute a quorum for the transaction of business.

Article IX-Voting

- A. A majority vote of the CFPAB members present and forming a quorum shall be sufficient for adoption of any motion, including recommendations to the County Commission.
- B. There shall be no secret ballots.

Article X-Adoption by the CFPAB of amendments

- A. At any meeting of the CFPAB where a quorum (as defined in Article VIII above) is present the CFPAB may, by a majority affirmative vote, change these Bylaws.
- B. At any meeting of the CFPAB where a quorum (as defined in Article VIII above) is present the CFPAB may, by a majority affirmative vote, change the criteria by which it ranks and evaluates candidates seeking funds from the Conservation Futures Program. However, such changes in the criteria are only recommendations and do not amend the criteria unless the amendment or revision is also approved by the County Commission.
- C. Any amendment suggested pursuant to Sections A and B of this Article must be on the Agenda of one CFPAB meeting and may not be approved or rejected until the next "regular" meeting of the CFPAB in order to provide time for review and consideration of the proposed amendment.

Article XI: Public Hearings

- A. The CFPAB has authority to hold such public hearings as it deems necessary at a time, date and place chosen by the Chair and arranged by the Administrative Assistant.
- B. Such hearings shall be noticed and held in compliance with the Open Public Meetings Act.
- C. If such public hearings are to be held, the CFPAB is encouraged to hold them in diverse locations reflecting the population of the county that resides in the western, central and eastern regions of this County.

Article XII Vacancies

Any vacancies in the CFPAB shall be filled by the decision of the County Commission as decided in a public meeting. If needed, and if applicable, the County Commission may enter into Executive Session pursuant to RCW 42.30.110(1) in order to complete the work of declaring the existence of a vacancy or filling a vacancy.

Article XIII Separate Rules document

Upon motion, and with 3 or more affirmative votes, the CFPAB may propose and adopt a separate document to be known as the "Rules." If such a document is adopted, and a conflict arises between these Bylaws and the 2020 Rules, the text of the Bylaws shall prevail.

Adopted by the Conservation Futures Program Advisory Board this 10th day of July, 2024.

Barbara Pappas: Chair – Conservation Futures Program Advisory Board



8

AGENDA ITEM SUMMARY

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

JUN 24 2024

Department: DCD**WORK SESSION** ☒ **Meeting Date: 6/24/2024****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 – Program Update |

Documents exempt from public disclosure attached: ☐**Executive summary:**

Streamkeepers of Clallam County conducts water quality, stream flow, and biological monitoring of stream health in streams of Clallam County, with the support of a dedicated and talented volunteer team. The program is engaged in ongoing quarterly monitoring of ten streams, supported by County funding, and also monthly or more frequent monitoring of water quality and other parameters in association with four projects supported by grants and contracts. These projects include the Pollution Investigation and Correction program, the Lower Dungeness Floodplain Restoration project, the Dungeness Off-Channel Reservoir project, and the Port Angeles Stormwater Monitoring project. Joel Green, Streamkeepers Coordinator, will provide an update on Streamkeepers projects and funding.

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

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

No action requested.

County Official signature & print name:

A handwritten signature in blue ink, appearing to read "Bruce W. Emery".

Bruce Emery, Director

Name of Employee/Stakeholder attending meeting: Joel Green**Relevant Departments:** Department of Community Development, Public Works Department, Health and Human Services Department**Date submitted:** 6/14/2024

* 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 - Streamkeepers update

Revised: 3-04-2019



Water Quality Monitoring with Citizen Scientists

Update to the BOCC, June 2024

Joel Green, Streamkeepers Coordinator



1



Mission:

Enhance citizen involvement
in stewardship of local streams

Goals:

1. Monitor local streams and gather quality data to guide management decisions
2. Report the information to a variety of audiences
3. Facilitate public involvement in Citizen Science and stewardship

2

Goal 1:

Monitor local streams and gather quality data to guide management decisions

Streamkeepers Projects

- Quarterly Monitoring
- Benthic Macroinvertebrate Monitoring
- Pollution Investigation and Correction
- Port Angeles Stormwater Effects on Creeks
- Dungeness Off-Channel Reservoir Ditch Monitoring
- Dungeness Flood Plain Restoration Monitoring

-3

Quarterly Monitoring

6 teams, 10 streams



-4

Quarterly Monitoring

Onsite water quality measurements

- Dissolved Oxygen
- Temperature
- Turbidity
- pH
- Salinity



5

Quarterly Monitoring

Stream Flow (Discharge)



6

Quarterly Monitoring

Wildlife observations



7

Quarterly Monitoring

Noxious weed survey



8

Benthic Macroinvertebrate Sampling



9

Pollution Investigation and Correction (PIC)

- **Goal:** Reduce bacterial pollution, keep shellfish beds open for harvest in Dungeness Bay & Sequim Bay
- **Collaborative project**
 - Clallam County Environmental Health
 - Clallam County Streamkeepers
 - Jamestown S'Klallam Tribe
 - Clallam Conservation District

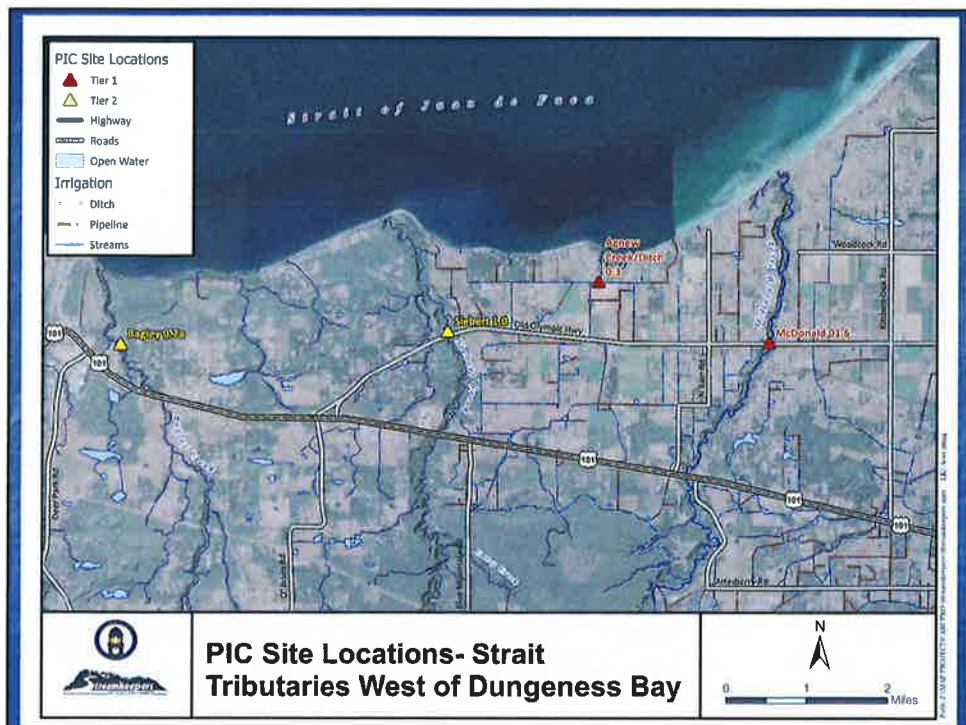


10

PIC Sites,
streams draining
to Dungeness Bay
and nearby



11



12

PIC Sites, streams
draining to
Sequim Bay



•13

Pollution Investigation & Correction

Grab Samples

- Bacteria
 - Fecal coliform
- Nutrients
 - Phosphate-P
 - Nitrate-N
 - Nitrite-N
 - Ammonia-N



•14

Pollution Investigation & Correction

Onsite Measurements

- Dissolved Oxygen
- Temperature
- Turbidity
- pH
- Salinity



•15

Sequim-Dungeness Clean Water District Pollution Identification & Correction Plan Trends Monitoring Program 2022 Report

Prepared by:
Clallam County Health & Human Services, Environmental Health Section
and Clallam County Department of Community Development, Streamkeepers
Program

June 2023



•16

City of Port Angeles Water Quality Monitoring Project

Monitoring effects of stormwater on PA streams

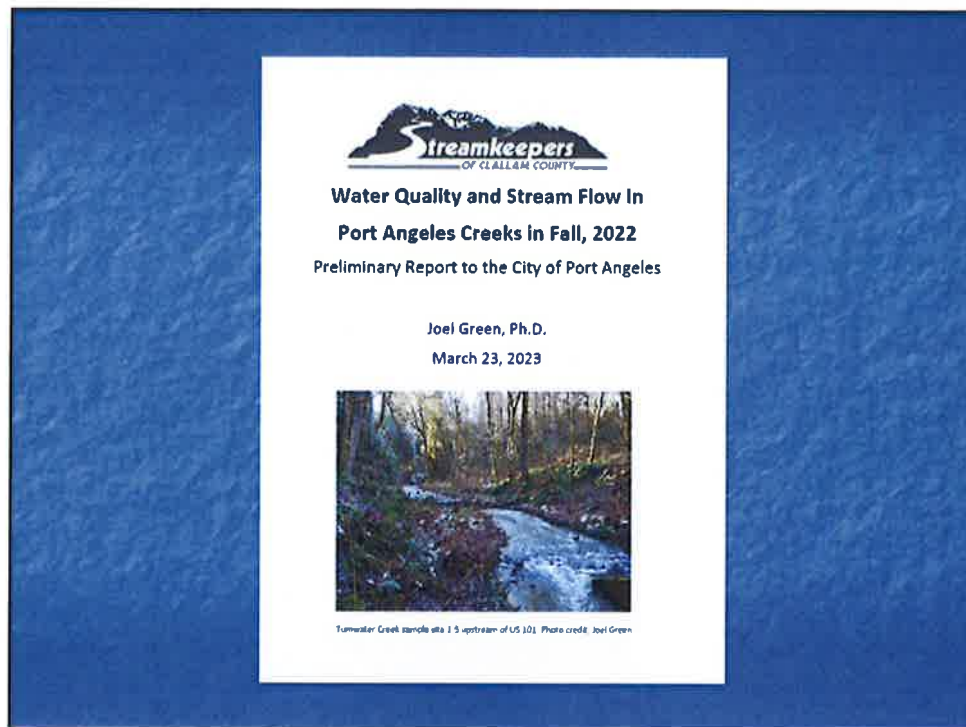


•17

City of Port Angeles Water Quality Monitoring Project

- Monthly Monitoring
 - Grab sampling: *E. coli* bacteria
 - Onsite measurements: the usual
- Storm Monitoring
 - Grab sampling for *E. coli*, onsite measure turbidity
- Quarterly Monitoring
 - Stream flow
- Every 5 years
 - Benthic macroinvertebrate monitoring

•18



19

Dungeness Off-Channel Reservoir Project

Goals:

- Characterize quality of water to go into reservoir
- Establish baseline water quality conditions

Water quality monitoring of ditches

- Grab sampling
 - *E. coli* bacteria
 - Nitrate
 - Copper
 - Lead
 - Total Petroleum Hydrocarbons
- Onsite measurements
 - The usual



20

Lower Dungeness Floodplain Restoration Project Monitoring

Compliance Monitoring

- Certified Erosion & Sediment Control Lead (CESCL)
- Ensuring Best Management Practices (BMPs) are employed
- Monitoring effects of project on stream turbidity
- Oversight of Construction Company CESCL
- Reporting to Dept. of Ecology
- **Post-project monitoring**



•21

Lower Dungeness Floodplain Restoration Project Monitoring

Implementation/Effectiveness Monitoring

How is the project doing at creating new fish habitat?

- Stream flow measurements
- Surveys of new side channels
- Continuous stream monitoring with data loggers
 - Temperature
 - Dissolved oxygen
 - Water level
- Benthic macroinvertebrate monitoring
- Monthly Monitoring
 - *E. coli* bacteria
 - Onsite measurements



•22

Lower Dungeness Floodplain Restoration Project Monitoring Stream Flow



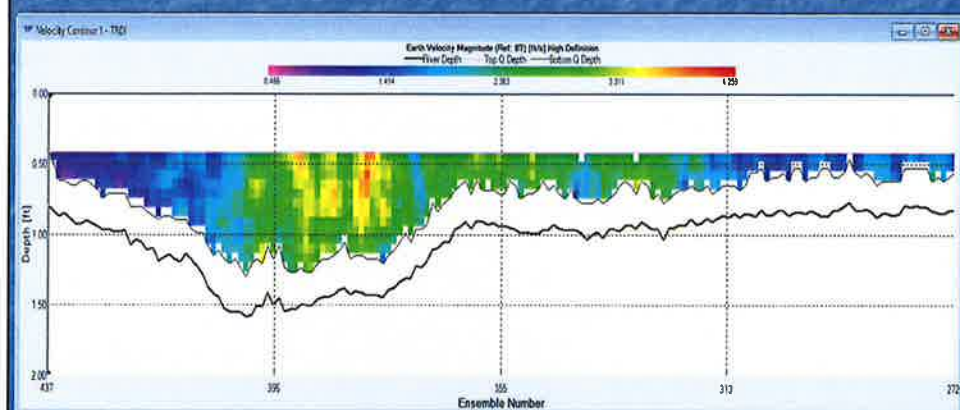
Ott MF Pro Flow Meter

Acoustic Doppler Current Profiler (ADCP)

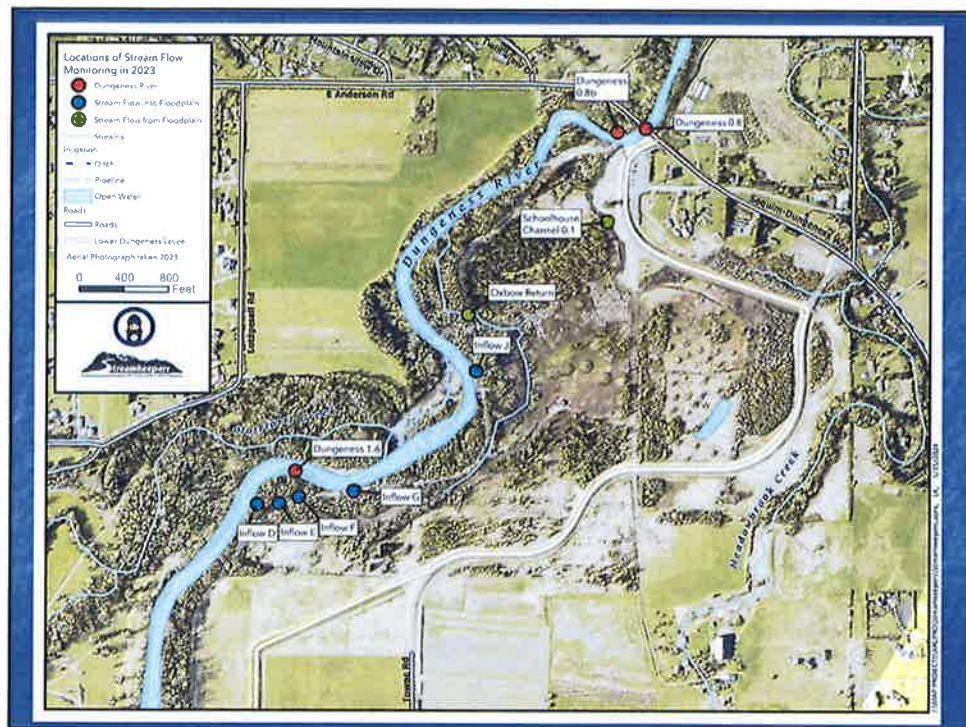


23

Depth-Velocity Profile, Dungeness River



24



Goal 2:

Report the information to a variety of audiences

26

Goal 3: Facilitate public involvement in Citizen Science and stewardship



- Diverse volunteer opportunities
 - 2023-2024: 35 volunteers, 5 projects, 33 streams
- Outreach at public events
- Presentations to community groups

27



Streamkeepers and Weeds

Forever StreamFest



28



•29



a

AGENDA ITEM SUMMARY

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

JUN 24 2024

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-24-24**

REGULAR AGENDA ☒ **Meeting Date: 7-2-24**

Item summary:

- | | |
|--|--|
| ☒ Call for RFP | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other – Briefing and call for RFP |

Executive summary:

The Hearing Examiner conducts administrative and quasi-judicial hearings on appeals of departmental decision and a variety of land use permits requested within unincorporated areas of Clallam County and renders a decision. The Hearing Examiner is an independent contractor relationship. The Hearing Examiner functions in accordance with the policies and procedures set forth in Chapter 26.04, Clallam County Code, and Clallam County Administrative Policies 921, 922 and 923.

The Hearing Examiner shall be appointed and compensated by the Board of Clallam County Commissioners and shall serve at the pleasure of the Board.

The Board of Commissioners called for request for proposals to be submitted no later than Tuesday, May 7, 2024 for Clallam County Hearing Examiners Services. One proposal was received from Attorney Tom Ehrlichman. County Administrator along with the Prosecuting Attorney's Office reviewed the request for proposal submitted and determined that due to the pricing scheme (no cap) the proposal should be rejected and a new call for request for proposals should be issued.

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 at this time.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approval of notice to call for Proposals/Qualifications for Hearing Examiner Services for 2024.

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: 6-18-24

* 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)

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Board of Commissioners is seeking proposals from interested parties to provide Hearing Examiner services to Clallam County. Applicants should have experience with local land use laws and regulations and the hearing process.

Sealed proposals must be clearly marked on the outside of the envelope **"Hearing Examiner 2024 RFPQ Proposal."** The address for submitting proposals by US Mail is: Board of Clallam County Commissioners, 223 E 4th Street, Suite 4, Port Angeles, WA 98362. Proposals may also be hand-delivered to 223 E 4th Street, Room 150 (County Commissioner's Office), Port Angeles, Washington. **Proposals MUST be received by 10 a.m., Tuesday, July 23, 2024, whether by mail or hand delivery.** Submittals made in an incorrect format or received late will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioner's Meeting on Tuesday, July 23, 2024.

An informational RFPQ packet is available on the Clallam County website at <https://www.clallamcountywa.gov/920/Hearing-Examiner>. A hardcopy of the packet may be obtained Monday through Friday, 8:00 AM to 4:30 PM, at the Clallam County Board of Commissioners Office, 223 East 4th Street, Room 150, Port Angeles, Washington 98362, or by calling 360.417.2256 or email at loni.gores@clallamcountywa.gov

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PASSED THIS 2nd day of July, 2024

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, MMC, Clerk of the Board

Mike French, Chair

Publish: July 5 and 12, 2024
Bill: Board of Commissioners

Hearing Examiner

**Request for Proposal packet to
be uploaded prior to the
June 24, 2024 meeting**

Hearing Examiner

Prior contract for reference



PERSONAL SERVICES AGREEMENT

Contract Number: 361.24.001

26
MAR 05 2024

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

Name: Sidles Law – Alexander A. Sidles

Address: 2400 NW 80th Street, No. 146

Seattle, WA 98117

Telephone: (206) 518-8611

(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 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day of March 2024

Sidles Law

BOARD OF CLALLAM COUNTY COMMISSIONERS

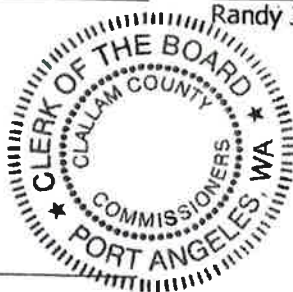
Print name: Alexander A. Sidles

Title: Managing Attorney

Date: March 5, 2024

ATTEST

Loni Gores, MMC, Clerk of the Board



Randy Johnson, Vice Chair

Originals: BOCC
Vendor

Copies: 5

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

SCOPE OF WORK

The Contract Hearing Examiner conducts administrative and quasi-judicial hearings on appeals of departmental decisions and a variety of land use permits requested within unincorporated areas of Clallam County and renders a decision. Alexander Sidles shall serve as the County's primary Hearing Examiner. Public hearings and appeal hearings are scheduled on an as-needed basis, with two hearing days each month and no more than two hearings per day. Hearings are normally held in the Commissioners' Board Room at the Clallam County Courthouse in Port Angeles, Washington. The Contract Hearing Examiner determines whether a site visit is needed for each application, following a review of all the information submitted. Specific responsibilities include, but are not limited to:

1. Holding public hearings and issuing decisions in accordance with applicable land use laws and regulations, County Ordinances, and Administrative Policies on all land use applications and appeals within the jurisdiction of the hearing examiner. A decision shall include any written determination including a decision on reconsideration.
2. As assigned by the Clallam County Administrator, Board of Health, or Health Officer, holding public hearings and issuing decisions on appeals of interpretations of the International Building, Mechanical, Plumbing and Fire codes; appeals of the Environmental Health Administrator's decisions regarding on-site sewage disposal permits; and appeals of code enforcement decisions, and other administrative decisions.
3. Clallam County requires the Contract Hearing Examiner to issue a written decision within 10 working days of the close of the record for each hearing. The Hearing Examiner is also required to respond to all requests for reconsideration. Hearings are considered "complete" for purposes of payment as set forth in Attachment B (1) when a final determination has been issued.
4. Prior to beginning work, the Contract Hearing Examiner is required to procure and maintain, at their expense, comprehensive automobile liability insurance at statutorily required limits, and workers compensation coverage, if applicable, as required by the State of Washington for the duration of the contract.
5. Identifying all Conflict-of-Interest issues will be the sole responsibility of the Hearing Examiner, who shall immediately notify the Department of Community Development and the County Administrator in writing when a conflict determination has been made so that another Contract Hearing Examiner can be appointed in a timely manner.
6. Providing updates on developments and changes in land use, environmental, public disclosure, and administrative law, as requested by the Board of County Commissioners, Planning Commission, or Department of Community Development. Fees for these seminars shall not exceed \$1,500 quarterly.
7. Reviewing and updating the County's Hearing Examiner Rules of Procedure not to exceed \$1,500.
8. Preparation of an annual report for the Board of County Commissioners, detailing opinion types, costs, and methods to improve the Hearing Examiner system not to exceed \$1,500.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee for the completed work on all land use applications as 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) _____.

Permit application hearings shall be billed at the following fixed rates:

\$1,400:

- Single-family residential variances
- Cluster developments
- Residential special use permits (SUPs)
- Residential conditional use permits (CUPs)

\$2,800

- Commercial/multi-family/industrial variances
- Commercial special use permits (SUPs)
- Commercial conditional use permits (CUPs)

\$3,500

- Multi-permit applications
- Plats
- Shoreline permits
- Binding site plans
- Master planned resorts
- Planned unit developments

\$195 per hour

- Appeals of administrative decisions, interpretations, enforcement orders, licensing decisions, and SEPA threshold determinations, as well as such other regulatory, enforcement, or quasi-judicial matters as may be assigned by the County Commissioners

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

AND

☒ **b. HOURLY RATES:** For services rendered on all administrative appeal hearings and decisions or non-quasi-judicial tasks as set forth in Attachment "A" the County shall compensate the Contractor at the following hourly rates:

Hourly Rates:

- Appeals of Administrative Decisions shall be billed at a rate of \$195 per hour.
- Code Enforcement Hearings shall be billed at a rate of \$195 per hour.
- Permit Applications & other hearing not specifically provided for shall be billed at a rate of \$195 per hour.

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.

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):

3. The County shall remit payment to the Contractor within 30 days of receiving the Contractor's monthly invoice.

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 that 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 that 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 Reasonable Cause. The County may terminate the contract in whole or in part for reasonable cause 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 reasonable cause, 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 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 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 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 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 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: Todd Mielke
Title: County Administrator
Address: 223 East 4th Street, Suite 4, Port Angeles, WA 98362
Telephone: 360.565-2670
E-mail: todd.mielke@clallamcountywa.gov

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 that 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:

- ☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death.	\$1,000,000	per occurrence
	\$1,000,000	aggregate
Property damage	\$100,000	per occurrence
	\$300,000	aggregate
- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**

Endorsement (two year tail).	\$1,000,000	per occurrence
------------------------------	-------------	----------------
- ☒ **WORKERS COMPENSATION:**

	Statutory amount
--	------------------

- ☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|-----------|----------------|
| Bodily injury, liability, including death | \$250,000 | per occurrence |
| | \$500,000 | aggregate |
| Property damage liability | \$100,000 | per occurrence |
| | \$300,000 | aggregate |
- ☐ BUSINESS AUTOMOBILE 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. Not applicable.
- ☐ 4. Other (specify):.

CLALLAM COUNTY HEARING EXAMINER RFPQ INFORMATION PACKET

Overview:

The Hearing Examiner conducts administrative and quasi-judicial hearings on appeals of departmental decisions and a variety of land use permits requested within unincorporated areas of Clallam County and renders a decision. The Hearing Examiner is an independent contractor relationship with the Board of County Commissioners. The Hearing Examiner functions in accordance with the policies and procedures set forth in Chapter 26.04, Clallam County Code, and Clallam County Administrative Policies 921, 922 and 923.

Clallam County has used the Hearing Examiner system for over 25 years and the rules of procedure were last updated in 2013. Public hearings and appeal hearings are scheduled on an as-needed basis, with two hearing days each month and no more than three hearings per day. Hearings are normally held in the Commissioners' Board Room at the Clallam County Courthouse in Port Angeles, Washington. Clallam County is open to having the Hearing Examiner attend remotely.

In addition to conducting hearings on appeals and a variety of permit requests as stated above, duties of the Hearing Examiner include but are not limited to reviewing and assisting in revising a set of rules of proceedings; and production of an annual report containing a summary of decisions made, recommendations for improving the Hearing Examiner system, and other observations and recommendations pertaining to land use policies and legislation.

The Clallam County Department of Community Development assists the Hearing Examiner by:

- Preparing case files and records
- Providing staff support during hearings
- Setting agendas in consultation with the Examiner
- Preparing legal notices
- Providing copies, mailing, and distribution of notices and decisions
- Providing a staff recommendations on cases; electronic copies of staff recommendations and records for the Examiner's use.

The Hearing Examiner determines whether a site visit is needed for each application following a review of all the information submitted.

Prior to beginning work, the Examiner is required to procure and maintain at their expense, comprehensive automobile liability insurance at statutorily required limits, and workers' compensation coverage, if applicable, as required by the State of Washington for the duration of the contract. Insurance must be placed with a company with a minimum Best's rating of A-. Evidence of insurance must be presented to the County's Risk Management Office prior to execution of the contract.

Clallam County requires the Examiner issue a decision within 10-working days of the close of the record for each hearing.

The contract will begin on August 1, 2024, or earlier if mutually agreeable, and will run until January 1, 2025, with a one-year automatic rollover provision if mutually agreed upon. The contract will contain a conflict of interest statement and the applicant shall be prepared to recuse him or herself from any case where a potential conflict of interest exists. In such cases and cases of unscheduled absence, the Hearing Examiner will be responsible for providing a pro tempore Hearing Examiner.

The proposals should answer all of the requested information indicated below.

Requirements:

The proposal shall:

1. Indicate the applicant's background, and demonstrate their familiarity with Clallam County land use laws and regulations, and land use hearing, processes, and geographic knowledge of the area.
2. Indicate the applicant's support staff and ability to meet the deadlines cited in this RFP and indicate the proposed reimbursement if as an independent contractor; i.e.:
 - a. A lump sum per hearing fee; or
 - b. A price per case type (e.g. conditional use permit, variance, administrative appeal, subdivision, etc.); or
 - c. A combination of lump sum and cost per hour fees for exceptional cases.

NOTE: For budget purposes and accurate, predictable fee collection, it is preferable that fees be tied to hearing or case types. Hourly rates are difficult to estimate and ensure adequate fees are collected (please see attached recent Hearing Examiner Agreement as an example).

3. Address how mileage and travel time are factored into the fee reimbursement schedule.
4. Indicate the applicant's ability to comply with the Americans with Disabilities Act, EEO, and any other applicable County, State, or Federal laws.
5. Be accompanied by:
 - a. A list of professional references who can attest to the applicant's abilities; and
 - b. Three writing samples, consisting of administrative decisions written by the applicant. If the applicant has no experience as a hearing examiner or administrative law judge, concise opinion memos or staff reports may be substituted for the administrative decisions.
6. Be signed and dated.

Submission:

All proposals must be received by the Board of Clallam County Commissioners, 223 East 4th Street, Suite 4 (Room 150, if hand-delivered), Port Angeles, Washington 98362 by 10:00 a.m., July 23, 2024. Submit proposal in a sealed envelope, clearly marked, "Hearing Examiner 2024 RFPQ Proposal."



AGENDA ITEM SUMMARY

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

10
JUN 24 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 6-24-24

REGULAR AGENDA ☒ Meeting Date: 6-25-24

Letter will be provided on: June 21, 2024

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Letter to the City of Port Angeles changing the County contact designee to the County Administrator for the Emergency Operations Center.

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?)

Approval of letter.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Sheriff's Office

Date submitted: 6-18-24

* 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)

Emergency Operations Center 6-25-24
Revised: 3-04-2019



DRAFT

Document was submitted after the agenda and packet were posted on

Board of Clallam 6/20/24
County Commissioners Item 10+
12

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

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

Email: commissioners@clallamcountywa.gov

TODD MIELKE, County Administrator

June 25, 2024

City of Port Angeles
Mayor Kate Dexter
City Manager Nathan West
321 E. 5th Street
Port Angeles, WA 98362

DRAFT

Re: Joint Public Facility Project (JPSF) – Designation of County Project Representative

Dear Mayor Dexter & City Manager West:

We are writing today to formally notify the City of Port Angeles, consistent with Section A, Subparagraph 7 of the Phase IIB Memorandum of Understanding dated July of 2023, that the County desires to change its JPSF project representative from the "Clallam County Undersheriff" to the "Clallam County Administrator".

While a portion of this project does focus on the operational aspects of the new facility (to which the Sheriff's Office will continue to be involved), a significant portion of this project has a broader focus including but not limited to the pursuit of funding, negotiation of contractual agreements to which the County is party, and construction/project management. Additionally, real estate in which the County has an interest and/or requires the continued budgeting of M&O funding falls under the authority of the Board of County Commissioners. Therefore, it is more appropriate for the coordination and facilitation of this project to be handled through the County Administrator as the representative of the BOCC with involvement of other County departments and personnel as appropriate.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



JUN 24 2024

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ Meeting Date: 6/24/2024

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 Monthly Review |

Documents exempt from public disclosure attached: ☐

MAY 2024 YEAR-TO-DATE REVIEW OF GENERAL FUND FINANCIAL RESULTS—EXECUTIVE SUMMARY:

May 2024 General Fund Results

The May 2024 Year-to-Date General Fund Financial Review compared to 2023 is attached along with comparison to the original budget for 2024. At a high level:

- **REVENUES**—Revenue from Operations (excluding Transfers) totaled \$21,101k as compared to \$20,086k in 2023, representing an increase of \$1,015k or 5.1%. 2024 Revenues from Operations YTD are pacing at 41.7% of our annual revenue budget, slightly trailing the 42.7% seen in 2023.
- **EXPENDITURES**-- Expenditures from Operations (excluding Transfers) totaled \$21,582k as compared to \$20,197k in prior year for an increase of \$1,385k or 6.9%, and are pacing at 40.5% of our annual budget, right in line with last year.
- **OPERATING SURPLUS/(DEFICIT)**--Excluding Transfers In/Out, the General Fund generated an operating deficit of (\$481k) for the year-to-date period ending May 2024, as compared to an operating deficit of (\$112k) for the same period in 2023, an increase of \$370k. After factoring in budgeted Transfers In of \$462k and Transfers Out of \$1,477k, the General Fund generated an operating deficit of (\$1,497k), a change of \$2,569k over 2023's surplus of \$1,071k, which was largely driven by \$1.5 million in prior year higher transfers in relating to the return of \$2.0 million of funding previously provided by the General Fund for the Lower Dungeness Floodplain project and due to timing of transfers made to other funds in 2024.

* Work Session Meeting - Submit 1 single sided/not stapled copy	Agenda Item Summary How Did We Do--May 20243
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)	Revised: 3-04-2021

- **ENDING RESERVES**--The General Fund finished May 2024 with an Ending Fund Balance Reserve of \$11,951k, or \$768k lower than the prior year.

Please refer to the attached schedule and below that provides further details of the major factors that make up these changes and performance to budget.

REVENUES FROM OPERATIONS

Year-to-date, Revenues from Operations came in at 41.7% of our annual revenue budget, slightly trailing the 42.7% pacing in 2023. Year-over-year outperformances to budget were seen in several categories, with the exception of Taxes, Goods & Services and Miscellaneous Revenues.

Taxes--were slightly behind as % budget in 2024 at 46% as compared to last year's 47.2% and were up \$230k or +2% to prior year. These trends were largely due to a \$57k increase in Property Tax collections, and continued volatility being seen in sales tax revenues in the month of May which increased just 1.47%, as compared to being up 16.55% in April, down -4.28% in March, up +10.7% in February, and down -5.6% year-over-year in January 2024. Sales tax year-to-date are now up 3.68% year-to-date. Note: sales taxes are remitted to the County 60 days in arrears to the period the taxes were collected.

Licensing & Permits continue to pace well ahead thus far for 2024 (at 57.5% of budget vs. 42.9% in prior year) and were up \$100k or 23% over prior year, mainly as a result of a \$61k or 20% increase in building and land use permit revenues year-to-date.

Intergovernmental Revenue, which consists of (1) Federal and State grants, (2) Payment-in-Lieu of Taxes ("PILT"), PUD Privilege Tax, Criminal Justice, and other State Excise taxes, and (3) Department of Natural Resources ("DNR") Timber Revenues, stood at 34.4% of budget year-to-date (ahead of 31.2% seen in 2023), and increased \$255k over prior year mainly due to (1) a \$753k increase in grants revenues received to-date across multiple departments, including Recompete +\$375k, Department of Community Development ("DCD")--Environmental Quality +\$64k, Sheriff Ops +\$69k (higher Sex Offender grant payments), Prosecuting Attorney-Coroner (+\$41k), District Court 1 (+\$40k), and increases in other areas, as offset by drops in Health & Human Services ("HHS") Environmental Health (-\$25k), Sheriff Emergency Services (-\$25k), Prosecuting Attorney-Child Support (-\$33k), and a budgeted drop in Clerk Blake LFO reimbursements (-\$16k), and (2) \$47k in budgeted growth in Criminal Justice state funding as offset by PUD Privilege Tax coming in \$55k below budget. DNR Timber revenues decreased \$287k or -64% compared to prior year mainly due to revised lower DNR timber harvests for 2024 due to harvest pauses and timing.

Charges for Goods & Services paced at 34.8% of budget (as compared to 36.6% in prior year) and increased \$195k or 6.4% year-over-year. This lower pacing to budget is mainly due to lower auditor election services revenue due to timing and spillover of 2022 revenues into 2023 (-\$122k), and timing of HHS reimbursements from the HHS Chemical Dependency/Mental Health, Foundational Public Health, and Developmental Disabilities funds (-\$119k), and decreases in other areas. Year-over-year revenue growth is largely due to \$111k in higher interlocal criminal justice agreement revenues due to timing and a budgeted increase, higher DCD building plan check revenues (up \$168k), higher Sheriff Law Enforcement Services funded under Operation Stonegarden (+\$111k), and higher WSU Environmental Services (up \$45k due to timing).

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Agenda Item Summary How Did We Do--May 20243

Revised: 3-04-2021

Fines & Penalties are pacing ahead of budget as compared to prior year (45.3% vs. 34.1%) and are up 25% compared to prior year due mainly to an increase in District Court 1 infraction revenues (up 30%).

Misc Revenue is pacing behind last year relative to budget (41.7% vs. 47.2%) but was up \$257k or 14.8% relative to prior year largely due to higher interest earned on investments due to gains in yields earned throughout 2023 (up \$88k or 8.4%) and the implementation of higher camping fee rates for 2024 (up 16.7% compared to prior year). It should be noted that 2024 Misc Revenue will likely lag last year relative to budget due to significant over-performance seen last year to the 2023 budget.

EXPENDITURES

Expenditures from Operations (excluding Transfers Out) through May 2024 year-to-date are pacing at 40.5% of our annual budget, right in line with last year relative budget, and increased \$1,385k or 6.9% compared to prior year. All expenditure categories were pacing at or slightly above their pacings to budget in comparison with prior year, with the exception of Supplies which trailed slightly behind last year relative to budget (35% vs 40.5%), and Services which was at 40.1% of budget vs 43.1% in prior year. The year-over-year \$1,385k increase in operating expenditures was mainly due to increases in:

- (1) Payroll** (up \$566k or 5.7%) and **Benefits** (up \$186k or 4.5%) driven by step/COLA & salary study/position reclassification increases, additional pay and benefits provided in the County's collective bargaining agreements, staffing changes, and higher paid leave payouts due to timing of retirements (up \$79k). Both Payroll and Benefits were pacing to budget relatively in-line with prior year at 38.3% and 37.5%, respectively;
- (2) Services** increased \$383k or 10.3% mainly due to \$594k in higher Repairs & Maintenance costs due to the budgeted increase and timing of annual software maintenance and license agreement renewal costs in IT (+\$414k, of which \$218k is due to timing of the MS Office 365 license renewal), Recompete (\$22k), Sheriff Ops (\$66k, mainly relating to the new Axon body cameras), & Prosecuting Attorney (\$56k, mainly Axon). Services also increased in Operating Rentals & Leases (+\$147k - mainly due to higher ER&R budgeted patrol vehicle rental rates charged to CCSO), and Communication (\$20k).

These increases were partly offset by decreases in Professional Services (-\$73k) mainly due to decreases in Jail Medical professional services due to the termination of the Wellpath contract (-\$279k), lower NonDepartmental (-\$21k), lower Treasurer bank fees (-\$31k), lower Environmental Health onsite professional services (-\$33k), Sheriff Ops (-\$24k), and Sheriff Jail (-\$74k due to reduced utilization of the Forks jail and Norpoint Security Services being billed to Superior Court in Q1 under a grant), as partly offset by increases in other areas including Recompete (\$63k), Hearing Examiner (\$35k), Human Resources (\$32k), Indigent Defense (\$53k), Prosecuting Attorney (\$18k), Coroner (\$23k), Juvenile Services (\$25k), Superior Court (\$114k--mostly Norpoint Security and higher expert and evaluation services), and WSU (\$37k due to carry over of the Q4 2023 WSU MOA payment to 2024); and

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(3) Risk Management Assessment for Insurance Pool (up \$321k or 19.6%) driven by the 20%+ budgeted increase in County overall insurance costs.

These operating expenditure increases were partially offset by a decrease in Capital Outlay costs (down \$101k) mainly due to timing differences and the shifting of over \$488k of capital costs to the County's American Rescue Plan Act fund for the 2024 budget.

TRANSFERS IN/TRANSFERS OUT

Transfers In year-to-date totaled \$462k in 2024, a decrease of \$1,538k, driven mainly by the \$2.0 million return in 2023 of general fund working capital monies provided in support of the Lower Dungeness Floodplain project, as offset by the budgeted transfer of interest earned on ARPA funds through the end of 2023 to the General Fund in 2024.

Transfers Out totaled \$1,477k, an increase of \$661k, mainly due to the timing of budgeted transfers in 2024 relative to 2023 needed to fund ongoing projects and operating costs of other non-General Fund funds, including \$484k to IT Capital Projects, \$412k to PFF Capital Projects, \$67k to Local Crime Victim fund, \$17k to Law Library, \$70k to Solid Waste, \$74k to Flood Control, \$123k to Veterans Relief, \$125k to HHS Operations, \$96k to Carlsborg Sewer, and \$10k to CCSO Honor Guard fund.

NET SURPLUS OF REVENUES TO EXPENDITURES-- For YTD May 2024, the General Fund generated an operating deficit between revenue and expenditures (excluding Transfers In/Out) of (\$481k), a \$370k increase from last year's operating deficit of (\$112k). When taking Transfers In/Out into account, YTD May 2024 generated a (\$1,497k) deficit, a change of (\$2,569)k from last year's \$1,071k surplus, which again was largely driven by \$1.5 million in higher prior transfers into the General Fund in 2023 relating to the return of funding provided for the Lower Dungeness Floodplain project.

ENDING FUND BALANCE --The General Fund at the end of May 2024 had an ending fund balance reserve of \$11,951k, which is \$768k lower than prior year.

2024 PROJECTION—GENERAL FUND

Turning to the forecast, revenue and expenditures forecasted for 2024 have been updated from our budget as follows:

PROJECTED REVENUES-- General Fund Revenues from Operations are projected to total \$51,232k, an increase of \$645k from the 2024 adopted budget, and a \$786k increase from our last updated forecast. This is reflective of several changes made as follows:

Taxes--are now projected to miss budget by \$291k or -1.1% (a slight improvement of \$28k from our last forecast) mainly due to continued volatility being seen in sales tax with growth slowing beginning late last year, and then only increasing 3.68% year-to-date thru May 2024. While the expected effect of several road construction projects underway in the County started to be reflected in sales tax collections (most notably in April), volatility and softness in other sectors continue to hold sales tax growth in check thus far this year. Based on a slower-than-expected start in sales tax thru May, sales tax-related revenues for 2024 are now projected to grow 3.9% in 2024 vs the 4.65% originally

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budgeted, which will be contingent on sales tax growth of 4.65% being achieved for the balance of 2024. With national retail sales remaining flat in May and continued pressure on household spending, sales tax will need to continue to be closely monitored as further visibility is gained of sales tax trends, including whether the tax impact of the numerous road construction projects now underway in the County will be enough to offset tepid consumer spending as the year unfolds. All other non-sales tax revenues are forecasted to be consistent with or slightly above the 2024 budget at this time.

License & Permits-- are projected to come in \$77k or 8.3% over budget, mainly due to stronger building permit revenues seen year-to-date (up 20%) and due to higher cable franchise agreement revenues resulting from payment frequency shifting from semi-annually to quarterly and timing of receipt of 2023 revenues.

Intergovernmental-- is expected to exceed budget by \$542k due to (1) \$1,042k of grant funding awarded for Recompete (\$998k) and \$44k in additional Auditor elections security grant funding secured, as offset by (2) the PUD Privilege Tax coming in lower than expected (-\$54k), and (3) a \$444k or 47% miss in DNR Timber revenues based on revised DNR harvest projections received in March and June which reflect the pausing of several planned timber harvests due to litigation and other administrative and logistical issues. All other Intergovernmental grant revenues and PILT/Criminal Justice/Various Excises taxes are being held even with budget at this time.

Goods & Services -- are forecasted to slightly beat budget by \$124k, due to the expected impact of program service rate increases planned in DCD Environmental Health (+\$86k), and slightly higher trending in Juveniles Services. Most other goods and services revenue sources are still projected to be in line with budget at this time, however there are certain revenues where growing uncertainty exists that may prove meeting budget not fully achievable (the most notable being Jail Chain Gang services revenues to Roads and other agencies that are at risk of underperforming due to ongoing staffing issues in the Jail--\$269k currently reflected in forecast).

Fines & Penalties-- are expected to exceed budget by \$137k or 18.8% based on strong year-over-year growth in District Court 1 infraction revenues which are up over 30% year-to-date.

Miscellaneous Revenue --is projected to exceed budget by \$56k mainly due to the impact of additional fairground facility rental and other fee increases approved and implemented in early 2024.

All other revenues are projected at or near their budget at this time.

NOTE: While work is currently underway to review and propose updates to rate fee schedules in Community Development, no additional revenue from these efforts has been included in the forecast at this time pending presentation and approval of proposed fee increases.

PROJECTED EXPENDITURES-- 2024 Expenditures from Operations are projected to total \$51,820k, underspending to our adopted budget by \$1,514k and reflecting an increase of \$1,035k over our last forecast, and higher than our expenditure budget as adjusted for expected historical payroll cost underspend by \$844k. NOTE: this increase in spending is primarily due to \$998k of Recompete grant-funded services and payroll spending added to our 2024 forecast that was not reflected in our 2024 budget and is 100% funded by the two Recompete grants received by the County.

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Other savings are forecasted primarily in Payroll and Benefits, as well as in Supplies and Services as described below:

Payroll and Benefits-- are expected to come in approximately \$1,770k below the adopted budget (and \$154k higher than our last forecast), and is mainly due to historic underspend to our personnel budgets due to unbudgeted dark-time in our staffing levels as discussed previously, as well as higher than normal staff position openings in the areas of Jail, Juvenile Services, and other areas. This expected Payroll and Benefits underspend is approximately \$558k lower than the \$2,328k of underspend originally estimated when the 2024 budget was adopted, which is primarily due to the bringing in-house of the Jail nursing staff previously outsourced by Wellpath which elected to terminate its contract with the County in May 2024. As a result of this change occurring starting in May 2024, the payroll and benefit forecast has been adjusted to reflect the hiring of the 4 FTE nursing staff previously budgeted as Professional Services (resulting in a corresponding \$479k decrease in projected Services costs for 2024 relative to budget). The remainder of the difference is due to Recompete grant funded personnel costs added to our forecast.

NOTE: The financial impact of renewal of the County’s multiple collective bargaining agreements is not known at this point, and as a result is not reflected in our projections.

Supplies --are projected to come in \$179k under budget based on trend spending across multiple areas.

Services-- are forecasted to be \$434k higher than budget due to the addition of \$738k of Recompete grant-funded services costs and extension of the Norpoint security services contract through the end of 2024 (\$175k) that were not reflected in the adopted 2024 budget, as offset by the ending of the Wellpath Jail Medical Nursing contract in early 2024 (resulting in a \$478k reduction in Services costs) as mentioned earlier.

All other expenditure categories are forecasted to be consistent with budget at this time.

NET DEFICIT OF REVENUES TO EXPENDITURES--Based on these revenue and expenditure assumptions, the General Fund is now projected to end 2024 with a net operating deficit of (\$527k), which is \$210k greater than the adopted budgeted deficit of (\$317k) (as adjusted for expected payroll underspend), but reflecting a decline of \$204k from our last forecast.

PROJECTED ENDING FUND BALANCE RESERVES -- \$12,921k, which is \$111k higher than originally budgeted, and representing a reserve level of 24.9% total expenditures.

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 an informational presentation that by itself has no specific budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) None

County Official signature & print name:  Mark Lane____

Name of Employee/Stakeholder attending meeting: ____ Mark Lane_____

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Agenda Item Summary How Did We Do--May 20243
Revised: 3-04-2021

Relevant Departments: _____ Finance _____

Date submitted:
June 18, 2024

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Clallam County General Fund Results
May 2024

May 2024 YTD--vs Annual Budget (rounded to thousands)

				2024 % of Annual Budget Achieved	2023 % of Annual Budget Achieved
	2024 Actual	2024 Original Budget	Budget Remaining		
REVENUES:					
Taxes	11,984	26,064	14,080	46.0%	47.2%
Licenses & Permits	534	929	395	57.5%	42.9%
Intergovernmental Revenues	3,003	8,726	5,723	34.4%	31.2%
Charges for Goods & Services	3,260	9,367	6,108	34.8%	36.6%
Fines & Penalties	328	725	397	45.3%	34.1%
Misc Revenue (Interest Inc, Camping Fees, etc)	1,991	4,771	2,780	41.7%	47.2%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	0	4	4	2.0%	21.4%
Other Financing Sources (Other)	0	0	0	--	0.0%
Total Revenue--Excluding CARES/FEMA	21,101	50,587	29,486	41.7%	41.2%
Total Revenue--CARES/FEMA	0	0	0	--	85.7%
TOTAL REVENUE FROM OPERATIONS	21,101	50,587	29,486	41.7%	42.7%
Transfers In (mainly return of working capital funding previously provided to grant-funded projects)	462	1,555	1,094	29.7%	30.8%
TOTAL REVENUE	21,562	52,143	30,580	41.4%	41.3%
EXPENDITURES:					
Payroll	10,496	27,408	16,912	38.3%	37.9%
Benefits	4,275	11,399	7,123	37.5%	37.2%
Supplies	618	1,765	1,147	35.0%	40.5%
Services	4,106	10,250	6,144	40.1%	43.1%
Capital	70	387	317	18.0%	19.2%
Payment to Risk Pool	1,963	1,963	0	100.0%	100.0%
Debt Service--Leases	55	163	108	33.7%	41.5%
Total Expenditures--excluding COVID	21,582	53,334	31,752	40.5%	40.5%
Total Expenditures--COVID	0	0	0	--	--
TOTAL EXPENDITURES FROM OPERATIONS	21,582	53,334	31,752	40.5%	40.5%
Transfers Out (mainly capital funding/working capital for grant-supported projects, etc)	1,477	1,484	6	99.6%	16.6%
TOTAL EXPENDITURES	23,060	54,818	31,758	42.1%	38.3%
Net Operating Surplus (Deficit)--Excluding COVID	-481	-2,747			
Net Operating Surplus (Deficit)--COVID	0	0			
NET SURPLUS (DEFICIT) FROM OPERATIONS	-481	-2,747			
NET SURPLUS (DEFICIT)--INCLUDING TRANSFERS IN/OUT	-1,497	-2,675			
Fund Balance	11,951	10,773	1,178		

Clallam County General Fund Results
May 2024

May 2024 YTD--vs Prior Year YTD (rounded to thousands)

	2024 Actual	2023 Actual	Variance--\$	Variance--%
REVENUES:				
Taxes	11,984	11,755	230	2.0%
Licenses & Permits	534	434	100	23.0%
Intergovernmental Revenues	3,003	2,748	255	9.3%
Charges for Goods & Services	3,260	3,065	195	6.4%
Fines & Penalties	328	262	66	25.0%
Misc Revenue (Interest Inc, Camping Fees, etc)	1,991	1,735	257	14.8%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	0	1	-1	-90.8%
Other Financing Sources (Other)	0	0	0	0.0%
Total Revenue--Excluding CARES/FEMA	21,101	20,000	1,101	5.5%
Total Revenue--CARES/FEMA	0	86	-86	-100.0%
TOTAL REVENUE FROM OPERATIONS	21,101	20,086	1,015	5.1%
Transfers In (mainly return of working capital funding previously provided to grant-funded projects)	462	2,000	-1,538	-76.9%
TOTAL REVENUE	21,562	22,086	-523	-2.4%
EXPENDITURES:				
Payroll	10,496	9,930	566	5.7%
Benefits	4,275	4,090	186	4.5%
Supplies	618	588	29	5.0%
Services	4,106	3,722	383	10.3%
Capital	70	171	-101	-59.3%
Payment to Risk Pool	1,963	1,642	321	19.6%
Debt Service--Leases	55	54	0	0.7%
Total Expenditures--excluding COVID	21,582	20,197	1,385	6.9%
Total Expenditures--COVID	0	0	0	0.0%
TOTAL EXPENDITURES FROM OPERATIONS	21,582	20,197	1,385	6.9%
Transfers Out (mainly capital funding/working capital for grant-supported projects, etc)	1,477	817	661	80.9%
TOTAL EXPENDITURES	23,060	21,014	2,045	9.7%
Net Operating Surplus (Deficit)--Excluding COVID	-481	-197	-284	143.8%
Net Operating Surplus (Deficit)--COVID	0	86	-86	-100.0%
NET SURPLUS (DEFICIT) FROM OPERATIONS	-481	-112	-370	330.9%
NET SURPLUS (DEFICIT)--INCLUDING TRANSFERS IN/OUT	-1,497	1,071	-2,569	-239.7%
Fund Balance	11,951	12,719	-768	

Clallam County General Fund Results
May 2024

Major Revenue Differences between YTD 2024 and 2023 (rounded to thousands)

Taxes--Real and Personal Property Taxes	57
Taxes--Juvenile Correction Sales and Use Tax	7
Taxes--Timber Excise Tax	0
Taxes--Local Retail Sales and Use Tax	166
Taxes--Leasehold Excise Tax	-3
Taxes--Criminal Justice/Public Safety/Other	4
Licensing & Permits--Franchise Fees	36
Licensing & Permits--Building & Land Use Permits (up 20%)	61
Licensing & Permits--Other	3
Intergovernmental--Grants	753
Intergovernmental--PILT, Criminal Justice, PUD Privilege Tax, Other Excise Taxes	-211
Intergovernmental--Timber revenue	-287
Intergovernmental--COVID/FEMA Reimbursements	-86
Goods & Services--Treasurer Excise Administration Fees	2
Goods & Services--Election Services Revenue	-122
Goods & Services--Interagency Services--Court Consolidation pymt timing, Roads & Other Policing Agreements timing/reduction, State Dpt Corrections	111
Goods & Services--Law Enforcement Services (Stonegarden)	51
Goods & Services--Interagency Services--Sheriff Jail --State Dpt Corrections Jail Bed Rev	-13
Goods & Services--Interagency Services--Sheriff Jail --Chain Gang Services	-11
Goods & Services--Jail Medical Mental Health Services Reimbursement (timing)	35
Goods & Services--Building Plan Check Revenues	168
Goods & Services--Professional Services to Roads (IT,PA) (timing; delay in resumption of Chaingang due to Jail staffing)	11
Goods & Services--HHS Environmental Health FPHS Administration (timing)	-135
Goods & Services--HHS Environmental Health Water, Program, Food Service, On Site & Solid Waste Program Fees	8
Goods & Services--HHS Admin FPHS CDMH & Dev Disability Administration	36
Goods & Services--Superior Court Family Therapeutic & Drug Courts pymts from CD/MH (timing)	-20
Goods & Services--Juvenile Services, True Star, CD/MH Youth	44
Goods & Services--District Court I Mental Health Courts pymts from CD/MH (timing)	0
Goods & Services--Fair Revenues	1
Goods & Services--WSU Environmental Services	45
Goods & Services--Other (Auditor DOL fees, DC 1 & 2, Clerk, Other)	-16
Fines and Penalties	66
Miscellaneous--Investment & Delinquent tax interest	88
Miscellaneous--Transfer of Unclaimed Property	0
Miscellaneous--HHS Environmental Health Operating Assessments (new in 2023)	1
Miscellaneous--Parks' Camping Revenues	71
Miscellaneous--Fair	22
Miscellaneous--Other	74
Transfers In (ARPA Interest Transfer, LDFP Transfers in prior yr)	-1,538
Everything else (rounded to thousands)	-2

Total Revenue Increase/(Decrease) over Prior Year -523

Clallam County General Fund Results
May 2024

Major Expense Differences between YTD 2024 and YTD 2023 (rounded to thousands)

Payroll/Benefits--year-over-year estimated impact of retirements and newly elected officials that led to conversion of payouts of accrued leave balances or partial conversion of leave balances to VEBA payments.	79
Payroll--increase due to changes in personnel, step/COLA increases, and a sizeable number of salary study & reclassifications pay adjustments made in 2023, and other non-retirement factors	493
Benefits--increase due to COLA/step increases, salary study & position reclassifications, and changes in benefit costs following collective bargaining medical contribution increases in Jan 2024, as offset by personnel changes	180
Supplies (due to budgeted increases/timing)	29
Services--increase mainly due to \$594k in higher Repairs & Maintenance costs due to the budgeted increase and timing of annual software maintenance and license agreement costs in IT (\$414k, of which \$218k is due to timing of the MS Office 365 renewal), Recompete (\$22k), Sheriff Ops (\$66k, mainly Axon Body Cameras), & Prosecuting Attorney (\$56k, mainly Axon). Also due to increases in Operating Rentals & Leases [+ \$147k - mainly due to higher ER&R budgeted patrol vehicle rental rates charged to CCSO), and Communication (\$20k). These increases were partly offset by decreases in Professional Services [-\$73k - mainly due to \$279k drop in Jail Medical professional services due to the termination of the Wellpath contract, lower NonDepartmental (-\$21k), Treasurer bank fees (-\$31k), lower Environmental Health onsite professional services (-\$33k), Sheriff Ops (-\$24k), and Sheriff Jail (-\$74k due to reduced utilization Forks jail and Norpoint Security Services being billed to Superior Court in Q1 under a grant), as partly offset by increases in other areas including Recompete (\$63k), Hearing Examiner (\$35k), Human Resources (\$32k), Indigent Defense (\$53k), Prosecuting Attorney (\$18k), Coroner (\$23k). Juvenile Services (\$25k), Superior Court (\$114k--mostly Norpoint Security and higher expert and evaluation services), and WSU (\$37k due to carry over of Q4 2023 WSU MOA payment to 2024)	383
Risk Management Assessment for Insurance Pool (reflects budgeted increase due to 20%+ increase in risk pool insurance costs).	321
Transfers Out increase mainly due to timing as most budgeted 2024 transfers from the General Fund were booked in January, including \$484k to IT Capital Projects, \$412k to PFF Capital Projects, \$67k to Local Crime Victim fund, \$17k to Law Library, \$70k to Solid Waste, \$74k to Flood Control, \$123k to Veterans Relief, and \$10k to CCSO Honor Guard fund.	661
Capital (timing)	-101
Net Other Expenditure Changes	0
Total Expenditure Increase/(Decrease) over Prior Year	2,045

Clallam County General Fund Results
May 2024

May 2024 Full Year Projection vs Annual Budget (rounded to thousands)

	2024 Projected	2024 Original Budget	Over/(Under) Budget
REVENUES:			
Taxes	25,773	26,064	-291
Licenses & Permits	1,006	929	77
Intergovernmental Revenues	9,268	8,726	542
Charges for Goods & Services	9,491	9,367	124
Fines & Penalties	862	725	137
Misc Revenue (Interest Inc, Camping Fees, etc)	4,827	4,771	56
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	4	4	0
Other Financing Sources (Other)	1	0	1
TOTAL REVENUE FROM OPERATIONS	51,232	50,587	645
Transfers In (mainly return of working capital funding previously provided to grant-funded projects)	1,555	1,555	0
TOTAL REVENUE	52,787	52,143	644
EXPENDITURES:			
Payroll	26,414	27,408	-994
Benefits	10,623	11,399	-776
Supplies	1,586	1,765	-179
Services	10,684	10,250	434
Capital	387	387	0
Payment to Risk Pool	1,963	1,963	0
Debt Service--Leases	163	163	0
TOTAL EXPENDITURES FROM OPERATIONS	51,820	53,334	-1,514
Transfers Out (mainly capital funding/working capital for grant-supported projects, etc)	1,494	1,484	10
TOTAL EXPENDITURES	53,314	54,818	-1,504
NET SURPLUS (DEFICIT) FROM OPERATIONS	-588	-2,747	2,159
NET SURPLUS (DEFICIT)--INCLUDING TRANSFERS IN/OUT	-527	-2,675	2,148
EXPECTED BUDGET UNDERSPEND (SALARIES/BENEFITS, OTHER)		2,358	
NET SURPLUS (DEFICIT)--VS ADJUSTED BUDGET	-527	-317	-210
Fund Balance	12,921	12,810	111
Fund Balance as a % of Total Expenditures	24.9%	24.0%	