AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, June 21, 2022 – 10:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of June 13

Approval of vouchers

1b. Approval of minutes for the week of June 13

Approval of minutes

1c. Letter to US Department of transportation for Dungeness National Wildlife Refuge and Recreation Area

Letter

1d. Proclamation recognizing Korean War Remembrance Day June 21, 2022

Proclamation

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Agreement with Department of Health for regulation of water recreation facilities in Clallam County

Agreement

2b. Agreement amendment 1 with Department of Ecology for Clallam Bay ? Sekiu Wastewater Treatment Facility Project

Agreement amendment 1

2c. Agreement amendment 1 with Aqua Terra Cultural Resource Consultants for Dungeness River Floodplain Restoration Project

Agreement amendment 1

2d. Settlement agreement with Scarsella Brothers, Inc. for Lower Dungeness Floodplain Restoration Project

Settlement Agreement

2e. Agreement with Port Angeles Baseball for 2022 Hotel/Motel Tax Funds

Agreement

2f. Agreement with Port Angeles Chamber of Commerce for 2022 Hotel/Motel Tax Funds

Agreement

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

Agreement

BIDS AND AWARDS

3a. Bid opening ? McDonald Creek Irrigation and Fish Passage Improvement Project

Bid opening

ADMINISTRATION

4a. Resolution establishing one new recording till in the Auditor?s Office

Resolution

4b. Resolution closing the District Court I Office Petty Cash Fund

Resolution

4c. Letter of commitment, grant application and request for waiver of BID/RFP/quote requirement for Marine Law Enforcement Patrol Vessel Replacement Grant

Marine Law Enforcement Patrol Vessel Replacement Grant

4d. Resolution appointing Caleb McMahon and Sharon Maggard to the Housing Solutions Committee

Resolution

4e. Resolution appointing Pamela Hicks to the Developmental Disabilities Advisory Committee

Resolution

4f. Resolution appointing Thomas Swanson to the Board of Equalization

Resolution

4g. Resolution appointing Ruth Scott to the Port Crescent Pioneer Cemetery Advisory Board

Resolution

COMMUNITY DEVELOPMENT

5a. Resolution authorizing action on current use assessment (CUA) applications pursuant to Clallam County Code Chapter 27.08, Open Space

Resolution

5b. Call for hearing to be held Tuesday, July 5, 2022 at 10:30 a.m. regarding an Ordinance adding a Chapter titled 27.11 county forestry requirements for conversion from forestry to non-forestry use, 6 year development moratoriums of harvested areas retained in forestry use, and conversion option harvest plans

Call for hearing

PUBLIC WORKS

6a. Resolution authoring the temporary closure of Cooper Ranch Road No 20650

Resolution

PUBLIC COMMENT ? Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners June 20 - 24:

Monday, June 20:
Courthouse closed

Tuesday, June 21:
9:00 a.m. Work Session - Juneteenth
10:00 a.m. Board Meeting
1:30 p.m. Board of Health Meeting

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.

- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

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

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

19
6/21/22

Date of report: June 15, 2022

General	**$170,128.59**
Other	**$371,004.04**
Total	**$541,132.63**

STATE OF WASHINGTON)
)
County of Clallam)

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

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

COPY

_____COUNTY AUDITOR
SHOONA RIGGS

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

_____
MARK OZIAS, Chair

_____
BILL PEACH

COPY

_____
RANDY JOHNSON

_____
RICH SILL (County Administrator)

Weekly Expenditures

June 13 - 17, 2022

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	**Assessor**	1,733.84			
00100.221	**Auditor**	329.17			
	Commissioners (BOCC)				
19914.291	BOCC - Veterans Relief		3,781.67		
19961.291	BOCC - American Rescue Plan Act		911.18		
00100.331-334	**Dept. of Community Develop't (DCD)**	6,779.88			
30301.331	DCD - Lower Dungeness Floodplain		99,685.43		
00100.871	**District Court I**	778.21			
11301.511	**Health & Human Services (HHS)**		3,629.29		
00100.511	HHS - Environmental Health	8,569.87			
00100.513	HHS - Admin	86.77			
11322.511	HHS - Homeless Task Force		10,716.24		
11323.511	HHS - Chem Dep/Mental Hlth		42,562.89		
11331.511	HHS - Developmental Disabilities		6,955.00		
00100.411	**Information Technology (IT)**	12,883.31			
30701.411	IT - Capital Projects		14,249.13		
00100.851	**Juvenile Services**	15,487.40			
13001/13051	**Noxious Weed/LMD #2** (Lake Mgmt. Dist.)		160.20		
00100.911/912	**Parks Fair Facilities (PFF)**	16,016.39			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		6,184.24		
30501.911	PFF - Capital Projects		5,857.85		
	Public Works (PW)				
10101.611	PW - Roads		117,871.70		
41401.611	PW - Clallam/Sekiu Sewer		5,926.59		
42401.611	PW - Carlsborg Sewer		6,749.89		
43401.611	PW - Bullman Beach Water System		315.47		
50301.611	PW - ER&R (Equip't Rental & Revolving)		40,693.19		
00100.811-815,817	**Sheriff**	34,159.82			
00100.816	Sheriff - Jail Medical	10,729.74			
11003.811	Sheriff - Boating Safety		525.00		
11008.811	Sheriff - OPNET Drug		837.21		
11061.811	Sheriff - 911 Enhanced		985.55		
11065.811	Sheriff - OPSCAN Operations		136.19		
11080.811	Sheriff - Inmate Commissary		813.56		25.07
00100.891	**Superior Court Clerk**	7,456.63		147.54	
00100.231	**Treasurer**	49,650.65			
12201.231	Treasurer - O&M (Operation & Maintenance)		1,431.50		
00100.931	**WSU Extension**	5,319.37			
	Total	**169,981.05**	**370,978.97**	**147.54**	**25.07**

Report Reconciliation		Totals			
Total	**540,960.02**	**General Fund**	**170,128.59**		
Final Check Lists	**540,960.02**	**Other**	**371,004.04**		
Difference	-	**Total**	**541,132.63**	**Use Tax**	**172.61**

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
6/9/2022	ANDERSON RESOURCE GROUP, INC.	6420	nbotnen	1,676.63	147.54	1,676.63
6/9/2022	SWANSONS SERVICES CORP.	1597482	jkoon	113.00	9.94	113.00
6/9/2022	SWANSONS SERVICES CORP.	1599123	jkoon	97.73	8.60	97.73
6/9/2022	SWANSONS SERVICES CORP.	1595652	jkoon	74.21	6.53	74.21
			Totals:	**1,961.57**	**172.61**	**1,961.57**

Final Check List
CLALLAM COUNTY

Assessor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102503	6/9/2022	CONTRACT OVERAGE CANO	106.40	
				1102504	6/9/2022	CONTRACT OVERAGE CANO	86.60	193.00
	6/21/2022	0001641	VERIZON WIRELESS	9907233809	6/9/2022	DATA AND CELL COVERAGE I	1,257.52	1,257.52
	6/21/2022	0002433	KUSS, LORRIE	PH CASES LK A	6/9/2022	CASES FOR COUNTY ISSUEI	224.01	224.01
	6/21/2022	0020849	U S BANK	USB 6-2022	6/9/2022	SCREEN PROTECTORS FOR	45.66	45.66
	6/21/2022	0033199	LEMAY MOBILE SHREDDING	4749328S185	6/9/2022	DOCUMENT DESTRUCTION	13.65	13.65
						Sub total for U S BANK:		1,733.84

1,733.84+
329.17+
106,465.31+
778.21+
72,520.06+
28,043.62+
15,487.40+
160.20+
28,058.48+
40,693.19+
117,871.70+
12,991.95+
37,457.33+
10,729.74+
7,456.63+
51,082.15+
3,781.67+
5,319.37+
540,960.02*+
0.*

0.*

Final Check List
CLALLAM COUNTY

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102505	5/31/2022	CONTRACT COPIER 10774-1(	129.64	
				1102506	5/31/2022	CONTRACT COPIER 10785-1(	50.45	
				1102508	5/31/2022	CONTRACT COPIER 10931-0(	36.17	
				1102507	5/31/2022	CONTRACT COPIER 10931-0(	27.90	244.16
	6/21/2022	0001641	VERIZON WIRELESS	9907321448	5/24/2022	MIFI FOR KIOSK	40.01	40.01
	6/21/2022	0046827	DAMMANN, THOMAS L	Dammann	6/9/2022	REFUND DOL OVERPAYMENT	45.00	45.00
						Sub total for U S BANK:		329.17

Final Check List
CLALLAM COUNTY

DCD

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0000196	BILLS PLUMBING & SANIKAN	IS3651408	6/9/2022	G145 TASK 2 6/28/2022 TO 7.	160.00	160.00
	6/21/2022	0000360	CLALLAM COUNTY ER&R	2022.115E	6/2/2022	MAY 2022 VEHICLE LEASE	159.48	159.48
	6/21/2022	0000443	DAILY JOURNAL OF COMMER	3378448	5/27/2022	G146 TASK 2 PHASE 2 BID AD	738.30	738.30
	6/21/2022	0000546	EXPRESS SERVICES, INC	27228748	5/25/2022	BURKHARDT 5/15/22: 6.5 HRS	375.51	375.51
	6/21/2022	0001073	NEWMAN SIGNS INC	TRFINV039750	5/26/2022	BD ADDRESS POSTS	3,715.66	3,715.66
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102515	5/31/2022	#10336 MAY 2022	150.73	
				1102516	5/31/2022	#10293 MAY 2022	142.17	
				1102514	5/31/2022	#10051 MAY 2022	17.41	310.31
	6/21/2022	0001540	SWAIN'S GENERAL STORE IN	299730	5/31/2022	BD OPERATING SUPPLIES	89.12	
				299368	5/20/2022	BD OFFICE SUPPLY	14.92	104.04
	6/21/2022	0001641	VERIZON WIRELESS	9907321446	5/24/2022	MAY 2022 G146 T1: $105.94; (	158.17	
				9907136218	5/22/2022	INSPECTOR MAY 2022	24.05	182.22
	6/21/2022	0020849	U S BANK	GABPCOM 6-2-2	6/2/2022	G145 TASK 5 OPERATING SU	115.32	115.32
	6/21/2022	0021923	FIRST RACE CAR WASH	MAY 2022	5/31/2022	CC DCD MAY 2022	42.00	42.00
	6/21/2022	0028699	SOUND PUBLISHING INC	8065513	5/31/2022	MAY 2022 ADVERTISING	900.22	900.22
	6/21/2022	0028740	REBEKAH BROOKS CONTRAC	22-001	6/8/2022	G145 TASK 1 MAY 16 2022 ME	300.00	300.00
	6/21/2022	0031887	SCARSELLA BROS INC	PAY APP #5	6/6/2022	G146 TASK 2 MAR 10-MAY 31	74,399.14	74,399.14
	6/21/2022	0036994	SHANNON & WILSON INC	130082	6/3/2022	G146 T2 AMD 9 APRIL 10-MA	24,250.75	24,250.75
	6/21/2022	0045812	GREEN, JOEL	GREEN MAR-JU	6/3/2022	G146 TASK 2 MILEAGE MAR-	191.30	
				GREEN 5-9-22 E	5/9/2022	EH PIC 5-9-22	66.69	257.99
	6/21/2022	0046683	ODP BUSINESS SOLUTIONS,	247658245001	5/26/2022	ADMIN OPERATING SUPPLY	364.37	364.37
	6/21/2022	0046822	CLEMCO HEATING & COOLIN	REFUND 6-6-22	6/8/2022	REFUND BPT2022-00502	90.00	90.00
						Sub total for U S BANK:		106,465.31

Final Check List
CLALLAM COUNTY

District Court I

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102500	5/31/2022	POE - CANON/IMAGERUNNEI	95.45	
				1102498	5/31/2022	POE - CANON/IRA615IFZ, BLA	70.47	
				1102497	5/31/2022	POE - CANON/IR1435, BLACK	45.94	
				1102499	5/31/2022	POE - CANON/IR1435, BLACK	0.62	212.48
	6/21/2022	0001509	CORDANT HEALTH SOLUTION	TC-1631005312:	5/31/2022	CORDANT - RANDOM UA'S	551.08	551.08
	6/21/2022	0003410	LEMAY MOBILE SHREDDING	4748942S185	6/1/2022	LEMAY SHREDDING	14.65	14.65
						Sub total for U S BANK:		778.21

Final Check List
CLALLAM COUNTY

HHS

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0029528	ADVANCED ANALYTICAL SOLI	30393	11/18/2021	WLAB-WATER TESTING SER	99.46	99.46
	6/21/2022	0046815	BROWN, ROBIN	REFUND 05252	5/25/2022	FOOD - FOOD PERMIT REFUI	148.00	148.00
	6/21/2022	0000336	CLALLAM CONSERVATION DI	NEP21-OSS11	5/4/2022	OSS-NEP PIC OSS COST SH/	5,101.15	5,101.15
	6/21/2022	0000335	CLALLAM COUNTY DEPT OF,	PIC 2022 06	6/1/2022	WQ-MAY 2022 SEQUIM BAY/D	1,403.60	1,403.60
	6/21/2022	0000700	HACH COMPANY	13047875	5/20/2022	WLAB-WATER LAB SUPPLIES	102.29	102.29
	6/21/2022	0000870	KONP RADIO 1450	12519-4	5/31/2022	OSS-MAY 2022 RADIO ADS	425.00	425.00
	6/21/2022	0046823	OFFICE OF THE EX OFFICIO,	EH-062022	6/1/2022	OSS-MARUNDE SUMMONS A	61.00	61.00
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102554	5/31/2022	EHADMIN-COPIER 10272	80.82	
				1102555	5/31/2022	OSS-COPER 10297	24.41	
				1102553	5/31/2022	WLAB-COPIER 9310	12.54	117.77
	6/21/2022	0001602	SPECTRA LABORATORIES, KI	22-03155	5/12/2022	WQ-WATER TESTING SERVIC	416.00	416.00
	6/21/2022	0001617	UNIVERSITY OF WASHINGTO	OTS2621	6/3/2022	WQ-WATER TESTING SERVIC	399.05	399.05
	6/21/2022	0001641	VERIZON WIRELESS	9907171639	5/23/2022	OSS-JANINE REED CELL PHC	158.91	
				9905263634-SW	5/10/2022	SOLHAZ-ELI OWENS CELL PH	52.23	211.14
	6/21/2022	0023815	VREELAND, ROBERT	MILEAGE-05/22	6/8/2022	FOOD-MAY 2022 MILEAGE RE	85.41	85.41
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102559	5/31/2022	HOPS - 3RD STREET 2ND FL(	28.31	28.31
	6/21/2022	0028699	SOUND PUBLISHING INC	PDN954709	5/28/2022	HOPS - BOH PUBLIC HEARIN	58.46	58.46
	6/21/2022	0046818	BESHERSE, REBECCA	RB 5-27-22	5/27/2022	HOPS - VITALS REFUND	2.50	2.50
	6/21/2022	0022148	CENTURYLINK BUSINESS SE	294075888	5/24/2022	HOPS - FORKS OFFICE 1-800	7.59	7.59
	6/21/2022	0000546	EXPRESS SERVICES, INC	27228758	5/25/2022	HOPS - EXTRA HELP EMPLO	1,838.85	1,838.85
	6/21/2022	0000593	FORKS, CITY OF	CF 6-1-22	6/1/2022	HOPS - FORKS OFFICE UTILI	67.98	67.98
	6/21/2022	0000870	KONP RADIO 1450	12715-1	5/31/2022	HOPS - CARE CONNECT AD -	425.00	425.00
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102560	5/31/2022	HOPS - PH COLOR COPIER	87.81	
				1102518	5/31/2022	HOPS - PH COPIER	20.99	
				1102562	5/31/2022	HOPS - FORKS PRINTER	8.68	
				1102561	5/31/2022	HOPS - FORKS COLOR PRIN	8.09	125.57
	6/21/2022	0001300	PUBLIC UTILITY DISTRICT	20704 5-25-22	5/25/2022	HOPS - FORKS OFFICE UTILI	137.09	137.09
	6/21/2022	0001508	STERICYCLE, INC	3006028860	5/23/2022	HOPS - SYRINGE DISPOSAL	136.62	136.62
	6/21/2022	0001767	WEST WASTE & RECYCLING	0000249327	5/31/2022	HOPS - GARBAGE COLLECTI	38.09	38.09
	6/21/2022	0001821	ZENOVIC & ASSOCIATES	19787	6/1/2022	HOPS - SERENITY HOUSE - F	850.00	850.00
	6/21/2022	0000224	BOYS & GIRLS CLUB OF OLY	11322-21-BGCO	5/10/2022	HTF - LIFE SKILLS TRAINING	2,027.33	2,027.33
	6/21/2022	0000938	LUTHERAN COMMUNITY SER	11322-21-LCSN	5/16/2022	HTF - HEALTHY FAMILIES - M.	6,305.78	6,305.78
	6/21/2022	0001433	SERENITY HOUSE OF CLALL/	11322-21-SHCM	5/23/2022	HTF - FAMILY SHELTER CASE	2,383.13	2,383.13
	6/21/2022	0000577	FIRST STEP FAMILY SUPPOR	113232223FSFS	5/19/2022	CD/MH - PARENTS AS TEACH	6,207.96	6,207.96

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0021279	KITSAP COUNTY HEALTH DIS	KPHD 5-9-22 2	5/9/2022	CD/MH - CD/MH SERVICES - A	1,596.10	1,596.10
	6/21/2022	0000937	LUTHERAN COMMUNITY SER	113232223LCSN	5/16/2022	CD/MH - HEALTHY FAMILIES -	3,551.68	
				113232223LCSN	5/16/2022	CD/MH - CHILD CHECK - MAR	2,634.47	6,186.15
	6/21/2022	0001209	PENINSULA BEHAVIORAL HEA	113232223PBHL	4/19/2022	CD/MH - ACCESS TO BH SER	8,646.53	
				113232223PBHL	5/20/2022	CD/MH - ACCESS TO BH SER	7,258.14	15,904.67
	6/21/2022	0030719	REFLECTIONS COUNSELING,	113232223RCSC	5/19/2022	CD/MH - CRISIS INTERVENTI	9,856.01	9,856.01
	6/21/2022	0001433	SERENITY HOUSE OF CLALLA	113232223SHHA	5/23/2022	CD/MH - ADMINISTRATION OI	2,812.00	2,812.00
	6/21/2022	0000396	CONCERNED CITIZENS	SSD-05/22	6/6/2022	DDD-MAY 2022 SSD	1,020.00	1,020.00
	6/21/2022	0001685	W.I.S.E	9636	5/31/2022	DDD-MAY 2022 TECHNICAL A	5,935.00	5,935.00
						Sub total for U S BANK:		72,520.06

Final Check List
CLALLAM COUNTY

IT

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0000289	CDW GOVERNMENT, INC.	SE2202874	6/9/2022	O365 PROF SERVICES	5,548.75	
				SE2202917	6/9/2022	O365 PROF SERVICES	4,302.60	9,851.35
	6/21/2022	0000462	DELL MARKETING L.P.	1058625523	6/9/2022	SHER20220504 - SHERIFF FO	6,027.95	
				10587864425	6/9/2022	SHER20220527 - "LIVESCAN"	1,195.34	7,223.29
	6/21/2022	0000546	EXPRESS SERVICES, INC	27194370	6/9/2022	GIS20220608 - S.LUNDSTEDT	1,288.63	1,288.63
	6/21/2022	0000674	GOVCONNECTION, INC.	72786685	6/9/2022	FORENSIC (CIB) EXTERNAL S	1,139.51	
				72853899	6/9/2022	IT20220517A - HR CONF ROO	982.44	
				72849074	6/9/2022	PROS20220523 (14) COPIES /	911.18	
				72838894	6/9/2022	IT20220517B ADOBE ACROB/	390.50	3,423.63
	6/21/2022	0001603	TYLER TECHNOLOGIES INC.	045-381473	6/9/2022	ENERGOV PROJ MGMT SVCS	2,220.00	2,220.00
	6/21/2022	0001641	VERIZON WIRELESS	9907321445	6/9/2022	IT CELL & DATA PLANS	1,317.15	
				9907321449	6/9/2022	VERIZON - CREDIT MEMO	-46.28	
				9904976401	6/9/2022	VERIZON CREDIT MEMO	-46.28	1,224.59
	6/21/2022	0001706	CONSOLIDATED TECHNOLOG	2022050302	6/9/2022	IGN PORTION OF BILL	1,059.23	1,059.23
	6/21/2022	0003410	LEMAY MOBILE SHREDDING	4748941S185	6/9/2022	IT SHREDDING SERVICE	26.00	26.00
	6/21/2022	0023718	AT&T	0306024016001	6/9/2022	WEST END TOLL FREE LINE	29.62	29.62
	6/21/2022	0024703	INSIGHT PUBLIC SECTOR INC	1100944747	6/9/2022	IT20220407C - ORACLE SQL,	1,697.28	1,697.28
						Sub total for U S BANK:		28,043.62

Final Check List
CLALLAM COUNTY

Juv Svcs

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0000360	CLALLAM COUNTY ER&R	2022.113E	5/26/2022	VEHICLE RENTAL/LEASE	1,500.00	1,500.00
	6/21/2022	0000371	CLALLAM TRANSIT SYSTEM	2022-J05	6/7/2022	PRO SVCS	180.00	180.00
	6/21/2022	0000628	GALLS LLC	021114527	5/9/2022	UNIFORMS & CLOTHING	479.02	
				021081804	5/4/2022	UNIFORMS & CLOTHING	42.42	521.44
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102753	5/31/2022	EQUIP-REPAIR/MAINT	286.39	
				1102752	5/31/2022	EQUIP-REPAIR/MAINT	222.65	
				1102756	5/31/2022	EQUIP-REPAIR/MAINT	24.58	
				1102754	5/31/2022	EQUIP-REPAIR/MAINT	6.88	
				1102755	5/31/2022	EQUIP-REPAIR/MAINT	5.52	546.02
	6/21/2022	0001252	PORT ANGELES, CITY OF	52822PA	5/28/2022	UTILITIES-CITY OF PA	3,968.49	3,968.49
	6/21/2022	0001262	PORT OF PORT ANGELES	178595	6/1/2022	BUILDING/OFFICE RENTAL-L/	2,770.97	2,770.97
	6/21/2022	0001509	CORDANT HEALTH SOLUTION	TC-1645005312	5/31/2022	PRO SVCS-DIV	139.68	139.68
	6/21/2022	0001547	SYSCO FOOD SERVICES OF S	455280550	5/25/2022	DET FOOD	366.82	366.82
	6/21/2022	0001723	WSDOT/WA ST FERRIES	*RK392251	5/31/2022	TRAVEL/BUSINESS	54.80	54.80
	6/21/2022	0001736	WA SUP OF PUBLIC INSTRUC	32291	5/31/2022	DET FOOD	16.05	16.05
	6/21/2022	0004392	LAWRENCE, MARY	51622ML	5/31/2022	CAP VOL-MILEAGE	7.61	7.61
	6/21/2022	0017787	DAIRY FRESH FARMS INC	8182215208	6/1/2022	DET FOOD	117.53	
				8182213807	5/18/2022	DET FOOD	58.70	
				8182214513	5/25/2022	DET FOOD	33.45	
				8182214009	5/20/2022	DET FOOD	17.33	
				8182213808	5/18/2022	DET FOOD	-6.44	220.57
	6/21/2022	0022041	THOMAS SHERRY, M.S.	4560	5/31/2022	PRO SVCS-SSODA	200.00	
				4563	5/31/2022	PRO SVCS-SSODA	200.00	
				4562	5/31/2022	PRO SVCS-SSODA	200.00	
				4564	5/31/2022	PRO SVCS-SSODA	200.00	
				4559	5/31/2022	PRO SVCS-SSODA	200.00	
				4561	5/31/2022	PRO SVCS-SSODA	200.00	1,200.00
	6/21/2022	0028699	SOUND PUBLISHING INC	PDN954645	5/18/2022	ADVERTISING-LEGAL NOTICI	180.12	
				PDN942909	11/17/2021	ADVERTISING-LEGAL NOTICI	113.76	293.88
	6/21/2022	0041147	AMERIGAS PROPANE LP	3137114721	5/28/2022	UTILITIES	1,629.92	1,629.92
	6/21/2022	0041537	MCKESSON MEDICAL-SURGI	19415316	5/23/2022	MED SUPPLIES	966.16	966.16
	6/21/2022	0041605	HOME DEPOT PRO	687583286	5/25/2022	DET SUPPLIES	501.22	501.22

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0045746	MONTGOMERY, RACHEL	09469D	5/5/2022	FOOD	146.26	
				907655	5/26/2022	FOOD	72.98	
				05410D	5/5/2022	OFFICE SUPPLIES	54.68	
				719162	5/26/2022	OFFICE SUPPLIES	6.26	280.18
	6/21/2022	0046829	PITNEY BOWES	3315739038	5/27/2022	LEASE-PITNEY BOWES	323.59	323.59
							Sub total for U S BANK:	15,487.40

Final Check List
CLALLAM COUNTY

Nox Weeds

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0001641	VERIZON WIRELESS	9907321450	6/8/2022	CELL PHONE BILL~	85.20	85.20
	6/21/2022	0046816	ST JOHN, CHRISTINA	151523	6/8/2022	PESTICIDE LICENSE TEST FE	75.00	75.00
						Sub total for U S BANK:		160.20

Final Check List
CLALLAM COUNTY

Parks Fair Facilities

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0000041	ALDERGROVE CONSTRUCTIC	0622-1	6/9/2022	2201UP AUD EXT INSTALL LI	1,050.46	1,050.46
	6/21/2022	0000090	ANGELES MACHINE WORKS I	75839	6/9/2022	JAIL WELD PLATE ON DOOR	150.98	150.98
	6/21/2022	0000091	ANGELES MILLWORKS & LUM	309937	6/9/2022	SC MANURE FORK SCREEN I	70.30	
				311113	6/9/2022	SMPK GAS CAN & BULB FOR	48.61	
				311208	6/9/2022	SMPK 2X10" RATCHET FOR L	43.78	162.69
	6/21/2022	0000094	ANGELES PLUMBING INC	35823	6/9/2022	CH REPLACE 10' STREAM LIN	2,175.70	
				35462	6/9/2022	JUV PLUMBING SERVICES RI	517.38	
				35471	6/9/2022	JUV REPLACE BACKFLOW PI	215.77	2,908.85
	6/21/2022	0000172	BAXTER A/P OFFICE	15663-10203	6/9/2022	CH AUTO TRANSMISSION FIL	22.22	22.22
	6/21/2022	0000359	CLALLAM COUNTY PUBLIC W	1480 5/22	6/9/2022	CB MAY SEWER	64.48	64.48
	6/21/2022	0000546	EXPRESS SERVICES, INC	27262517	6/9/2022	CH SC COVID WK END 5/22 G	2,910.46	2,910.46
	6/21/2022	0000674	GOVCONNECTION, INC.	72853903	6/9/2022	FG VIDEO CONF CAM, TV MC	982.44	982.44
	6/21/2022	0001036	MURREYS OLYMPIC DISPOSA	7163161s112	6/9/2022	SC MAY GARBAGE	2,126.16	
				7163146s112	6/9/2022	DRA MAY GARBAGE	1,104.47	
				7164498s112	6/9/2022	SC MAY RECYCLE	528.44	
				7163924s112	6/9/2022	CH MAY RECYCLE	458.18	
				7164499s112	6/9/2022	DRA MAY RECYCLE	108.99	
				7164013s112	6/9/2022	CH MAY RECYCLE	96.08	
				7163977s112	6/9/2022	VET MAY RECYCLE	36.33	4,458.65
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102517	6/9/2022	FG COPIER SERV	65.11	65.11
	6/21/2022	0001198	PART WORKS INC, THE	inv81374	6/9/2022	CH TOILET TANK TRIP LEVEF	32.26	32.26
	6/21/2022	0001252	PORT ANGELES, CITY OF	60327-152976 5/	6/9/2022	CIB MAY UTIL	244.78	244.78
	6/21/2022	0001258	PORT ANGELES POWER EQU	97991272	6/9/2022	SMPK OIL MAN BACKPACK	212.63	
				97990258	6/9/2022	SC OIL, GAS	142.05	354.68
	6/21/2022	0001331	RAINBOW SWEEPERS, INC.	43877	6/9/2022	2206UP DRA 250LF FENCING	4,237.76	
				43878	6/9/2022	2010PR DRA EMERGENCY RC	1,305.60	5,543.36
	6/21/2022	0001540	SWAIN'S GENERAL STORE IN	300005	6/9/2022	CDJ PLUMBING SUPPLIES FC	66.12	
				299075	6/9/2022	SC WIRE ADHESIVE SCREWS	18.91	85.03
	6/21/2022	0020756	GROVES CRANE COMPANY, L	579619	6/9/2022	2205UP JUV HEAT PUMP FLU	569.63	569.63
	6/21/2022	0030590	OLYMPIC PARTY & CUSTODIA	16946	6/9/2022	CH 4 GAL FLOOR FINISH	472.93	472.93
	6/21/2022	0035592	CAMPLIFE INC	12849824	6/9/2022	SC DRA ONLINE RESERVATIC	1,576.50	1,576.50
	6/21/2022	0036323	BUCK'S NORTHWEST LANDS	2814	6/9/2022	CH LANDSCAPE MAINTENAN	598.40	598.40
	6/21/2022	0037116	ASSA ABLOY ENTRANCE SYS	sci 68779	6/9/2022	CH FRONT DOORS MAINTEN	527.31	527.31
	6/21/2022	0038074	SWETLOW, WILLIAM	809478	6/9/2022	CDJ THURMAN PTRAP & ADA	19.62	19.62

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0040829	A&A ROCK INC	AA Rock 6.1.22	6/9/2022	2009PT SC 6.5 TON ROCK	63.47	63.47
	6/21/2022	0045190	ELECTRONIC DIRECTORY CC	44857	6/9/2022	CH ELECTRONIC DIRECTOR'	379.00	379.00
	6/21/2022	0045826	NORTH PENINSULA ELECTRIC	N Penin Elect 6.2	6/9/2022	2101FAC JAIL SMOKE DET PF	4,815.17	4,815.17
						Sub total for U S BANK:		28,058.48

Final Check List
CLALLAM COUNTY

Public Works ER&R

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0000172	BAXTER A/P OFFICE	15663-23375	6/6/2022	Fuel Cap - PA CDP2	14.39	14.39
	6/21/2022	0000329	CO-OP FARM AND GARDEN, T	68583	6/7/2022	Propane - SQ 839	25.88	25.88
	6/21/2022	0000332	CLALLAM CO AUDITORS TAX	05/22SUT-50301	5/31/2022	05/22 SALES AND USE TAX	135.66	135.66
	6/21/2022	0000594	DECKER CITY HARDWARE, TI	710882	5/26/2022	Propane - LC 831	22.50	22.50
	6/21/2022	0000709	HARBOR SAW & SUPPLY	704437	5/12/2022	Ear plugs - LC	35.90	35.90
	6/21/2022	0001036	MURREYS OLYMPIC DISPOSA	7163172S112	6/1/2022	Garbage service - SQ	192.08	192.08
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102572	5/31/2022	Billable copies - Admin. 6553	285.98	
				1102571	5/31/2022	Billable copies - Engineering 62	200.14	
				1102573	5/31/2022	Billable copies - ER&R	19.51	505.63
	6/21/2022	0001187	PAPE MACHINERY INC	13565439	5/24/2022	Sensor - PA 402	247.20	
				13609646	6/3/2022	V-belts, etc. - PA 173	208.50	
				13609663	6/3/2022	Filter kit - PA CD172	190.96	
				13609686	6/3/2022	Manifold, clamps, seal - PA FG	90.56	737.22
	6/21/2022	0001300	PUBLIC UTILITY DISTRICT	22716/060222	6/2/2022	Elect. utility chg, 384 Frontier-C	130.51	130.51
	6/21/2022	0001385	SAFETY-KLEEN CORP	88986102	6/1/2022	MDL 51 W/PRM solvent - SQ	262.94	262.94
	6/21/2022	0001405	LES SCHWAB TIRE CENTERS	38000727610	5/19/2022	11R-24.5/16 BI-850tires,wh.stee	3,690.63	
				38100487682	6/2/2022	ST225/75R-15/10 tires-PA 416	845.59	4,536.22
	6/21/2022	0001542	SWANSONS REPAIR	160917	5/24/2022	Filter - LC 254	41.43	41.43
	6/21/2022	0001551	TACOMA SCREW PRODUCTS	140045189-00	6/1/2022	Bi-focal safety glasses - PA	46.79	46.79
	6/21/2022	0001762	WEST END MOTORS INC	1216787	6/7/2022	Tires + mount and balance - WI	1,063.30	
				1222108	5/31/2022	Tires: mount, balance - WE A54	260.40	
				1364	5/2/2022	Flat tire repair - WE S348	21.70	1,345.40
	6/21/2022	0001767	WEST WASTE & RECYCLING	251532	5/31/2022	Sanican, 410 Frontier - CB	120.00	120.00
	6/21/2022	0001781	WHITEHEADS AUTO PARTS IN	220458	3/17/2022	Oil: 5W30, 5W20 - LC Bulk Oil	101.04	
				222277	4/6/2022	Oil: 5W30, 5W20 - LC Bulk Oil	101.04	
				227073	6/2/2022	Air fresheners - LC	38.73	240.81
	6/21/2022	0004448	DAREN'S POINT S TIRE & AUT	89129	5/19/2022	LT235/80R17/10 Cooper tires-F	1,738.92	1,738.92
	6/21/2022	0017663	ARAMARK UNIFORM SVCS IN	5120016148	6/2/2022	Laundry services - SQ	16.32	
				5120018886	6/7/2022	Laundry services - PA	16.32	
				5120016092	6/2/2022	Laundry services - WE	16.28	48.92

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0022435	RACE STREET AUTO PARTS	588347	6/6/2022	LED SS S/T/T 4", SS M C - PA	153.13	
				585314	5/11/2022	Oil,Hyd.,Fuel,Air filters-PA Store	118.52	
				588634	6/8/2022	Disc pad - PA S302	64.18	
				587844	6/1/2022	Oil filter; wiper blades - SQ 182	34.16	
				588492	6/7/2022	Boxed miniatures - PA	21.22	
				588641	6/8/2022	Oil filter - PA Stores	9.49	400.70
	6/21/2022	0036423	TEC EQUIPMENT INC	756118K	6/7/2022	Universal SP-5103X - PA 552	41.86	41.86
	6/21/2022	0038943	SIX ROBBLEES INC	2-770745	1/19/2022	#12 SAE Dual flow H T - PA Stc	556.73	
				23P1475	6/2/2022	Shackle bolts, locknuts,bushing	134.89	691.62
	6/21/2022	0043469	PETROCARD	447616-IN	5/23/2022	Diesel fuel purchases - PA	15,445.51	
				446566-IN	5/10/2022	Unleaded fuel purchase - CH	13,932.30	29,377.81
						Sub total for U S BANK:		40,693.19

Final Check List
CLALLAM COUNTY

Public Works Roads

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0000332	CLALLAM CO AUDITORS TAX	05/22SUT-10101	5/31/2022	05/22 SALES AND USE TAX	6.99	6.99
	6/21/2022	0000355	CLALLAM COUNTY PARKS, FA	72792006-R	6/9/2022	AUTO CAD LICENSE TRANSF	1,413.31	1,413.31
	6/21/2022	0000377	PACWEST MACHINERY LLC	20355337-2	6/3/2022	MAINTENANCE RENTAL - PA	4,041.78	4,041.78
	6/21/2022	0000546	EXPRESS SERVICES, INC	27262515-10101	6/1/2022	05/23/22~05/29/22 ROADS	4,746.14	4,746.14
	6/21/2022	0000594	DECKER CITY HARDWARE, TI	713135	6/8/2022	MAINTENANCE SUPPLIES - L	24.23	24.23
	6/21/2022	0000674	GOVCONNECTION, INC.	72833491	5/19/2022	OFFICE SUPPLIES -TONER	657.74	657.74
	6/21/2022	0000810	JERRYS SMALL ENGINES	55294	5/25/2022	MAINTENANCE SUPPLIES - L	813.75	813.75
	6/21/2022	0000885	LAKESIDE INDUSTRIES, INC	197647	5/31/2022	MAINTENANCE SUPPLIES - S	43,194.72	
				197646	5/31/2022	MAINTENANCE SUPPLIES - P	42,339.83	
				197645	5/31/2022	MAINTENANCE SUPPLIES - L	18,009.97	103,544.52
	6/21/2022	0001036	MURREYS OLYMPIC DISPOSA	7165645S112	6/1/2022	05/22 ELWHA KIOSK GARBAG	255.02	255.02
	6/21/2022	0001149	OLYMPIC STATIONERS INC	96822	6/7/2022	RIGHT OF WAY SUPPLIES - N	57.45	57.45
	6/21/2022	0001156	OLYPEN INC	220611-0015	6/11/2022	06/22~07/22 MLS, OLS DUES	40.50	40.50
	6/21/2022	0001540	SWAIN'S GENERAL STORE IN	300028	6/8/2022	OFFICE SUPPLIES	13.02	13.02
	6/21/2022	0001586	TRAFFIC SAFETY SUPPLY CO	INV049533	6/1/2022	MAINTENANCE SUPPLIES - P	724.14	724.14
	6/21/2022	0017663	ARAMARK UNIFORM SVCS IN	5120018889	6/7/2022	LAUNDRY SERVICE - PA	16.32	16.32
	6/21/2022	0038551	JJC RESOURCES LLC	2205101-IN	5/27/2022	MAINTENANCE SUPPLIES - P	1,186.00	1,186.00
	6/21/2022	0043469	PETROCARD	C926065	5/31/2022	05/22 FUEL CHARGES	330.79	330.79
						Sub total for U S BANK:		117,871.70

Final Check List
CLALLAM COUNTY

Public Works

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0000074	AM TEST, INC.	127385	5/27/2022	TESTING SERVICES - WWTP	450.00	450.00
	6/21/2022	0000332	CLALLAM CO AUDITORS TAX	05/22SUT-41401	5/31/2022	05/22 SALES AND USE TAX	418.82	418.82
	6/21/2022	0000546	EXPRESS SERVICES, INC	27262515-41401	6/1/2022	05/23/22~05/29/22 WWTP	440.64	440.64
	6/21/2022	0001058	NCL OF WISCONSIN INC	470964	5/20/2022	MAINTENANCE SUPPLIES - V	1,403.35	1,403.35
	6/21/2022	0001300	PUBLIC UTILITY DISTRICT	22718-060222	6/2/2022	04/28/22~05/31/22 410 FRONT	858.78	
				23193-052622	5/26/2022	04/25/22~05/24/22 HWY 112	651.12	
				22602-060222	6/2/2022	04/28/22~05/31/22 BOGACHIE	238.88	1,748.78
	6/21/2022	0020614	WOOD HAWK, INC	1972	6/5/2022	WASTE TRANSFER	1,465.00	1,465.00
	6/21/2022	0000332	CLALLAM CO AUDITORS TAX	05/22SUT-42401	5/31/2022	05/22 SALES AND USE TAX	156.00	156.00
	6/21/2022	0001426	SEQUIM, CITY OF	C22-05	5/31/2022	05/22 MAINTENANCE	-3,484.64	
				4405.0.0522 BS	5/31/2022	05/22 REGIONAL SEWER BAS	2,310.00	
				4405.0.0522 US	5/31/2022	05/22 REGIONAL SEWER USA	799.25	6,593.89
	6/21/2022	0000348	CLALLAM COUNTY DEPT OF,	22-0021	5/26/2022	WATER TESTING - BBWA	53.00	53.00
	6/21/2022	0000546	EXPRESS SERVICES, INC	27262515-43401	6/1/2022	05/23/22~05/29/22 BBWA	262.47	262.47

Sub total for U S BANK: 12,991.95

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0000008	LEXIS NEXIS RISK MGMT INC	1035851-202205	5/31/2022	DATABASE INTERFACE FEE	54.40	54.40
	6/21/2022	0000091	ANGELES MILLWORKS & LUM	311226	6/2/2022	RMT SUPPLIES	19.54	19.54
	6/21/2022	0000179	BEERS, RICHARD B	Jul 2022	6/9/2022	RENTAL AGREEMENT	525.00	525.00
	6/21/2022	0000268	WAVE BUSINESS	1032293-02-Jun2	6/1/2022	CABLE TV - INMATES	333.62	
				1032290-02-Jun2	6/1/2022	CABLE TV - ADMIN, JAIL	286.32	
				1240306-1-Jun22	6/1/2022	INTERNET	129.27	749.21
	6/21/2022	0000354	CLALLAM COUNTY SEWER DI	1481-Jun22	6/10/2022	CLALLAM BAY/SEKIU SEWER	56.50	56.50
	6/21/2022	0000593	FORKS, CITY OF	2273	6/2/2022	PRISONER BOARD BILL - MA	1,925.00	1,925.00
	6/21/2022	0000608	FRANZ FAMILY BAKERIES	117101001923	5/26/2022	FOOD	244.70	
				117101001892	5/19/2022	FOOD	244.60	
				117101001859	5/12/2022	FOOD	204.91	
				117101001819	5/7/2022	FOOD	144.00	
				117101001926	5/28/2022	FOOD	35.55	873.76
	6/21/2022	0000628	GALLS LLC	021250450	5/25/2022	UNIFORM - GREGOIRE	115.40	
				021262215	5/26/2022	UNIFORM - MARTIN	100.29	
				021262216	5/26/2022	UNIFORM - MONTEZ	88.87	
				021275714	5/27/2022	UNIFORM - HOFFMAN	78.33	382.89
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1103076	5/31/2022	MAINTENANCE AGREEMENT	521.40	
				1103077	5/31/2022	MAINTENANCE AGREEMENT	332.54	
				1102046	5/18/2022	REPLACEMENT BATTERY	317.97	
				1103079	5/31/2022	MAINTENANCE AGREEMENT	272.70	
				1103085	5/31/2022	MAINTENANCE AGREEMENT	82.45	
				1103074	5/31/2022	MAINTENANCE AGREEMENT	68.67	
				1103075	5/31/2022	MAINTENANCE AGREEMENT	28.88	
				1103078	5/31/2022	MAINTENANCE AGREEMENT	23.63	
				1103086	5/31/2022	MAINTENANCE AGREEMENT	23.62	
				1103081	5/31/2022	MAINTENANCE AGREEMENT	22.55	
				1103084	5/31/2022	MAINTENANCE AGREEMENT	21.47	
				1103083	5/31/2022	MAINTENANCE AGREEMENT	12.98	
				1103087	5/31/2022	MAINTENANCE AGREEMENT	10.02	
				1103080	5/31/2022	MAINTENANCE AGREEMENT	8.12	1,747.00
	6/21/2022	0001252	PORT ANGELES, CITY OF	74459	1/18/2022	SEX OFFENDER ADDRESS VI	5,425.02	
				76077	5/31/2022	E911 REIMBURSEMENT - APF	985.55	6,410.57
	6/21/2022	0001298	PUBLIC UTILITY DISTRICT NO	14741000-Jun22	6/3/2022	OPSCAN TOWER 5/4/22 - 6/3	52.02	52.02

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0001300	PUBLIC UTILITY DISTRICT	22794-Jun22	6/2/2022	FRONTIER #1 4/28/22 - 5/31/	162.42	
				96237-Jun22	6/2/2022	FRONTIER #2 4/28/22 - 5/31/	52.33	
				65837-Jun	6/2/2022	MORSE CREEK HOOKUP 4/	50.31	265.06
	6/21/2022	0001426	SEQUIM, CITY OF	Jul 2022	6/9/2022	LEASE AGREEMENT	1,100.00	
				3rd Qtr 2021-202	6/9/2022	SEX OFFENDER ADDRESS VI	904.17	2,004.17
	6/21/2022	0001440	SHERIFF REVOLVING FUND	5013	6/10/2022	ELWHA KLALLAM HERITAGE	100.00	100.00
	6/21/2022	0001543	SWANSONS SERVICES CORP	1597482	5/26/2022	INDIGENT PACKS	113.00	
				1599123	6/2/2022	INDIGENT PACKS	97.73	
				1595652	5/19/2022	INDIGENT PACKS	74.21	284.94
	6/21/2022	0001547	SYSCO FOOD SERVICES OF S	455281506	5/25/2022	FOOD & SUPPLIES	2,022.15	
				455254819	5/11/2022	FOOD	1,600.70	
				455267966	5/18/2022	FOOD & SUPPLIES	1,554.35	
				455242939	5/4/2022	FOOD & SUPPLIES	1,178.21	6,355.41
	6/21/2022	0001641	VERIZON WIRELESS	9907233805	5/23/2022	CELL PHONE SERVICE	645.14	645.14
	6/21/2022	0003410	LEMAY MOBILE SHREDDING	4748944S 185	6/1/2022	SHREDDING	55.60	
				4748938S 185	6/1/2022	SHREDDING	14.65	70.25
	6/21/2022	0003431	HI-TECH SECURITY, INC.	66438	5/27/2022	MAINTENANCE ON CAMERA	954.72	954.72
	6/21/2022	0014681	PROFORCE LAW ENFORCEM	485465	6/7/2022	5 PISTOLS	2,494.51	2,494.51
	6/21/2022	0017787	DAIRY FRESH FARMS INC	8182212415	5/4/2022	FOOD	495.55	
				8182214518	5/25/2022	FOOD	476.42	
				8182213120	5/11/2022	FOOD	370.10	
				8182213811	5/18/2022	FOOD	354.30	1,696.37
	6/21/2022	0019100	PLUMLEY, WILLIAM L	671034	5/10/2022	INTERPRETER FEE	180.00	180.00
	6/21/2022	0019740	PENINSULA FIRE INC.	03282022R1	6/3/2022	SERVICE CALL	238.81	238.81
	6/21/2022	0020862	GERMAN, NANCY	Jul 2022	6/9/2022	LEASE AGREEMENT	2,274.43	2,274.43
	6/21/2022	0021923	FIRST RACE CAR WASH	053122	5/31/2022	CAR WASHES	132.00	132.00
	6/21/2022	0024819	QUILEUTE TRIBE	Jul 2022	6/9/2022	LEASE AGREEMENT	1,200.00	1,200.00
	6/21/2022	0031772	WE PROMOTE YOU	41763833	6/8/2022	PENS	159.93	159.93
	6/21/2022	0037247	HAIR BY NICOLE	060722	6/7/2022	INMATE HAIRCUTS	195.00	195.00
	6/21/2022	0040427	NORPOINT GROUP LLC	1247 NPG	5/11/2022	EMERGENCY CASUALTY CAF	1,863.00	
				1246 NPG	5/11/2022	EMERGENCY CASUALTY CAF	586.00	2,449.00
	6/21/2022	0042871	LION GROUP INC	30183199	5/27/2022	BULLSEYE EXTINGUISER & A	2,457.24	2,457.24
	6/21/2022	0042874	BAGLEY CREEK OUTFITTERS	19789	4/27/2022	UNIFORMS - EMERGENCY M/	435.43	435.43
	6/21/2022	0046683	ODP BUSINESS SOLUTIONS,	246355550001	5/27/2022	OFFICE SUPPLIES	44.37	
				2463550121001	5/27/2022	OFFICE SUPPLIES	24.66	69.03

Sub total for U S BANK:	37,457.33

Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0000815	JIM'S PHARMACY	Jims 11.29.21	6/1/2022	INMATE MEDICINE	96.65	96.65
	6/21/2022	0001136	OLYMPIC MEDICAL CENTER	OMC 6.9.22	6/9/2022	INMATE MEDICAL	1,109.29	1,109.29
	6/21/2022	0017535	COST LESS SENIOR SERVICE	18765 June 202	6/1/2022	INMATE MEDICINE	8,769.75	8,769.75
	6/21/2022	0025115	RADIA INC PS	Z9IWEBL	6/9/2022	INMATE MEDICAL	50.96	
				Z9IP9JC	6/9/2022	INMATE MEDICAL	48.82	99.78
	6/21/2022	0041537	MCKESSON MEDICAL-SURGI	19435832	5/31/2022	CLINIC SUPPLIES	377.67	
				19430620	5/27/2022	CLINIC SUPPLIES	76.56	
				19429197	5/26/2022	CLINIC SUPPLIES	37.52	
				19425921	5/25/2022	CLINIC SUPPLIES	36.96	
				19422553	5/25/2022	CLINIC SUPPLIES	29.36	
				19437020	6/1/2022	CLINIC SUPPLIES	27.75	
				19402426	5/19/2022	CLINIC SUPPLIES	26.48	
				19431355	5/27/2022	CLINIC SUPPLIES	13.32	
				19435827	5/31/2022	CLINIC SUPPLIES	12.23	
				19422544	5/25/2022	CLINIC SUPPLIES	10.62	
				19427725	5/26/2022	CLINIC SUPPLIES	5.80	654.27
						Sub total for U S BANK:		10,729.74

Final Check List
CLALLAM COUNTY

Clerk

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0018197	ANDERSON RESOURCE GRO	6420	6/9/2022	CLERK'S OFFICE JURY SUMM	1,676.63	1,676.63
	6/21/2022	0046824	TAYLOR, MALACHI	15-1-00045-3	6/9/2022	BLAKE LFO REFUND	80.00	80.00
	6/21/2022	0046825	JACKSON, ANTHONY	99-1-00200-7	6/9/2022	BLAKE LFO REFUND	2,260.00	
				00-1-00018-8	6/9/2022	BLAKE LFO REFUND	1,960.00	
				95-1-00031-1	6/9/2022	BLAKE LFO REFUND	1,460.00	
				14-1-00227-0	6/9/2022	BLAKE LFO REFUND	20.00	5,700.00
						Sub total for U S BANK:		7,456.63

Final Check List
CLALLAM COUNTY

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0000008	LEXIS NEXIS RISK MGMT INC	1382924-202205	6/8/2022	MONTHLY SUBSCRIPTION FE	115.43	115.43
	6/21/2022	0000331	CLALLAM COUNTY AUDITOR	22-144256	6/8/2022	DFL REMOVAL RECORDING 2	204.50	
				22-144257	6/8/2022	DFL REMOVAL RECORDING 2	204.50	
				22-144258	6/8/2022	DFL REMOVAL RECORDING 2	204.50	
				22-144260	6/8/2022	CURRENT USE REMOVAL RE	204.50	
				22-144261	6/8/2022	CURRENT USE REMOVAL RE	204.50	
				22-144262	6/8/2022	DFL REMOVAL RECORDING 2	204.50	
				22-144357	6/8/2022	CURRENT USE REMOVAL RE	204.50	1,431.50
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102551	6/8/2022	COPIER MAINTENANCE AGRI	278.64	278.64
	6/21/2022	0001252	PORT ANGELES, CITY OF	1STQTRUGA	6/8/2022	1ST QUARTER UGA REVENUI	48,136.00	48,136.00
	6/21/2022	0020849	U S BANK	114122938	6/8/2022	WSACT CONFERENCE REGIS	1,000.00	1,000.00
	6/21/2022	0041158	PARTRIDGE, LISA	1000582105202	6/8/2022	RLI INSURANCE NOTARY BOI	90.58	
				R-0391397	6/8/2022	WA DOL NOTARY RENEWAL F	30.00	120.58
						Sub total for U S BANK:		51,082.15

Final Check List
CLALLAM COUNTY

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/9/2022	0000268	WAVE BUSINESS	WAVE 6/9/22	6/9/2022	VET CENTER PHONE	77.02	77.02
	6/9/2022	0000360	CLALLAM COUNTY ER&R	ER&R 6/9/22	6/9/2022	VEHICLE RENTAL	108.00	108.00
	6/9/2022	0001179	PACIFIC OFFICE EQUIPMENT	POE 6/9/22	6/9/2022	VET CENTER PRINTER	192.70	192.70
	6/9/2022	0001252	PORT ANGELES, CITY OF	HD3470 6/9/22	6/9/2022	UTILITIES	1,250.00	1,250.00
	6/9/2022	0001300	PUBLIC UTILITY DISTRICT	MR9221 6/9/22	6/9/2022	UTILITIES	253.97	253.97
	6/9/2022	0020849	U S BANK	JJ2522 6/9/22 S	6/9/2022	FOOD	150.00	
				MB8950 6/9/22 \	6/9/2022	FOOD	150.00	
				MJ3268 6/9/22 V	6/9/2022	FOOD	150.00	
				MR0685 6/9/22 S	6/9/2022	FOOD	150.00	
				NW3421 6/9/22 :	6/9/2022	FOOD	150.00	
				PD1598 6/9/22 V	6/9/2022	FOOD	150.00	
				RA5095 6/9/22 S	6/9/2022	FUEL	150.00	
				RM1064 6/9/22 S	6/9/2022	FOOD	150.00	
				SR6054 6/9/22 V	6/9/2022	FOOD	150.00	
				TM2565 6/9/22 S	6/9/2022	FOOD	150.00	
				WS6/9/22 W	6/9/2022	FOOD	150.00	
				JJ9950 6/9/22 S	6/9/2022	FOOD	75.00	
				JJ9950 6/9/22 W	6/9/2022	FOOD	75.00	1,800.00
	6/9/2022	0046683	ODP BUSINESS SOLUTIONS,	OFFICE DEPOT	6/9/2022	OFFICE SUPPLIES	99.98	99.98
						Sub total for U S BANK:		3,781.67

Final Check List
CLALLAM COUNTY

WSU Ext

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	6/21/2022	0000360	CLALLAM COUNTY ER&R	2022.112E	6/8/2022	ER&R RENTAL	405.00	
				2022.117E	6/8/2022	ER&R	177.00	582.00
	6/21/2022	0000546	EXPRESS SERVICES, INC	27300522	6/8/2022	EXPRESS SERVICES	609.12	
				27228759	6/8/2022	EXPRESS SERVICES	562.67	
				27194351	6/8/2022	EXPRESS SERVICES	559.63	
				27262526	6/8/2022	EXPRESS SERVICES	486.79	2,218.21
	6/21/2022	0001179	PACIFIC OFFICE EQUIPMENT	1102569	6/8/2022	POE	445.38	445.38
	6/21/2022	0001641	VERIZON WIRELESS	9907233810	6/8/2022	VERIZON	501.48	501.48
	6/21/2022	0045254	SLEDGEHAMMER MARKETIN	13	6/8/2022	SLEDGEHAMMER MARKETIN	1,350.00	1,350.00
	6/21/2022	0046819	SCHWARTZ, FAYLA	CCMG	6/8/2022	FAYLA SCHWARTZ MILEAGE	222.30	222.30
						Sub total for U S BANK:		5,319.37

1b
6/21/22

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 13 – 17, 2022

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, June 13, 2022. Present were Commissioners Ozias, Johnson, and Peach and Administrator Sill. All appeared by video.

Items of discussion per the agenda published June 9 were:

- Calendar/Correspondence
- Resolution establishing one new recording till in the Auditor's Office
- Resolution closing the District Court I Office Petty Cash Fund
- YMCA American Rescue Plan Act – Early Learning Facility funding request
- Peninsula Housing Authority American Rescue Plan Act – Mutual Self-Help Building Program funding request
- Peninsula Housing Authority American Rescue Plan Act – Eklund Heights funding request
- Agreement with Department of Health for regulation of water recreation facilities in Clallam County
- Bullman Beach update
- Pre-application questionnaire, letter of commitment, grant application and request for waiver of BID/RFP/quote requirement for Marine Law Enforcement Patrol Vessel Replacement Grant
- Discussion regarding Jail Revenue from Department of Correction and Jail Medical Nurse vacancies
- Resolution authoring the temporary closure of Cooper Ranch Road No 20650
- Agreement amendment 1 with Department of Ecology for Clallam Bay – Sekiu Wastewater Treatment Facility Project
- Briefing regarding Forestry Conversion Ordinance
- Resolution authorizing action on current use assessment (CUA) applications pursuant to Clallam County Code Chapter 27.08, Open Space
- Agreement amendment 1 with Aqua Terra Cultural Resource Consultants for Dungeness River Floodplain Restoration Project
- Settlement agreement with Scarsella Brothers, Inc. for Lower Dungeness Floodplain Restoration Project
- Resolution appointing Caleb McMahon and Sharon Maggard to the Housing Solutions Committee
- Resolution appointing Pamela Hicks to the Developmental Disabilities Advisory Committee
- Resolution appointing Thomas Swanson to the Board of Equalization
- Resolution appointing Ruth Scott to the Port Crescent Pioneer Cemetery Advisory Board
- Agreement with Port Angeles Baseball for 2022 Hotel/Motel Tax Funds
- Agreement with Port Angeles Chamber of Commerce for 2022 Hotel/Motel Tax Funds
- Agreement with Lincoln Park BMX Association for 2022 Hotel/Motel Tax Funds
- Discussion of proposed supplemental appropriations to be considered on June 28
- Discussion of proposed budget emergencies to be considered on June 28

Meeting concluded at 12 p.m. and continued to an executive session at 1 p.m.

EXECUTIVE SESSION

The Prosecuting Attorney's Office is requesting that the Board of County Commissioners hold an executive session in order to be briefed on the following matter: Potential Litigation

The Board convened in open session at 1 p.m. to discuss Potential Litigation. Present were Commissioners Ozias, Johnson and Peach, Human Resources Director/Administrator Sill, Deputy Human Resources Director/Administrator Reyes, Deputy Prosecuting Attorney Boughton, Chief Civil Deputy Prosecuting Attorney Stanley, Director of Department of Community Development Winborn and Chief Financial Officer Lane. All appeared by video.

DRAFT

This litigation may be discussed with legal counsel in Executive Session pursuant to RCW 42.30.110(1)(i), which states that executive sessions may be held "to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency."

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110.
ACTION TAKEN: CRJm to executive session for 25 minutes, CBPs, mc

Board convened in open session at 1:27 p.m. and CMO noted the executive session would be extended for 10 minutes.

Board convened in open session at 1:37 p.m. and CMO noted no action will be taken.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, June 14, 2022. Also present were Commissioners Johnson and Peach and Administrator Sill. All appeared by video.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Flag Retirement Ceremony

CONSENT AGENDA

1a Approval of vouchers for the week of June 6
1b Approval of payroll for the week of June 6
1c Approval of minutes for the week of June 6
1d Proclamation recognizing June as Elder Abuse Awareness Month
1e Certificate recognizing Rebecca Korby for her service to Clallam County

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

REPORTS AND PRESENTATIONS

- CMO read the Proclamation recognizing June as Elder Abuse Awareness Month
  - Laura Cepoi, Olympic Area Agency on Aging, commented on the Proclamation
- CRJ recognized Rebecca Korby for her service to Clallam County
  - Rebecca Korby made comment
  - Colleagues made comments regarding Rebbaca Korby
- CBP commented on Board of Natural Resources Meeting, Timber Counties Caucus Meeting, carbon credits

CONTRACTS AND AGREEMENTS

2a Contract amendment A with Washington State Department of Commerce Office of Crime Victims Advocacy for Victim Witness Assistance Grant

ACTION TAKEN: CRJm to approve, CBPs, mc

2b Agreement with Washington State Military Department for All Hazards Alert Broadcast Siren

ACTION TAKEN: CRJm to approve, CBPs, mc

DRAFT

ADMINISTRATION

3a Resolution appointing Leslie Bond to the Housing Solutions Committee
ACTION TAKEN: CRJm to adopt, CBPs, mc

3b Resolution appointing Charla Wright to the Olympic Area Agency on Aging O3A
ACTION TAKEN: CRJm to adopt, CBPs, mc

3c Resolution appointing Vanessa Castle to the Conservation Futures Program Advisory Board
ACTION TAKEN: CRJm to adopt, CBPs, mc

3d Notice of hearing to be held Tuesday, June 28, 2022 at 10:30 a.m. regarding 2 Ordinances extending the duration of the water system franchises held by Washington Water Service Company – Elizabeth Lane and Sunshine Acres
ACTION TAKEN: CRJm to issue notice, CBPs, mc

BUDGET

4a Notice that the following supplemental appropriations will be adopted by Resolution on June 28:
Health and Human Services – Administration – Additional funds to reimburse for COVID-19 pandemic response/$65,000
Health and Human Services – Operations – Additional funds from Department of Health Consolidated Contract amendment #4 for WIC Farmer's Market Nutritional Program, Prescription Drug Overdose Prevention, COVID-19 Vaccine Services, and the Maternal Child Health Program/$119,710
Health and Human Services – Environmental Health –

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

Health and Human Services – Developmental Disabilities – Additional funds from Department of Social and Health Services contract amendment to add an increase to the 2022 budget. $188,859 will be passed through subcontractors who provide direct services to individuals with developmental disabilities. $2,620 is for administrative costs and will be placed in the ending fund balance for salaries and benefits/$191,479
Public Works – Clallam Bay-Sekiu Sewer – Anticipated Value Planning grant funding from the Washington State Department of Ecology, not received or spent in 2021, to coincide with the extension of the Contract/$35,720
Sheriff – Operations – Receipt and expenditure of Washington Association of Sheriffs & Police Chiefs (WASPC) Traffic Safety Equipment Grant to purchase 3 portable breath test instruments, 3 SECTOR barcode scanners, and 3 radar units/$6,465
ACTION TAKEN: CRJm to issue notice, CBPs, mc

4b Resolution calling for a hearing to be held June 28 at 10:30 a.m. for the following debatable emergencies:
Public Works – Carlsborg Sewer – Calcium nitrate for the lift station at Carlsborg that was not anticipated during the creation of the 2022 budget/$16,000
Health and Human Services – Foundational Public Health Services – Reimbursement to EH Budget for new position/$133,667
NonDepartmental Hotel/Motel Tax – Additional funds for approved Hotel/Motel Tax Fund/$253,208
NonDepartmental Conservation Futures – Additional funds for approved Conservation Futures applications/$200,000
ACTION TAKEN: CRJm to adopt, CBPs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on item 4b conservation futures easement purchases, Forestry Ordinance, IT Department service, executive session topic held on June 13, 2022

Meeting concluded at 10:57 a.m. and continued to 9 a.m., Tuesday, June 21, 2022.

There are no Zoom chat logs for the week of June 13.

PASSED AND ADOPTED this 21st day of June 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ARS	Administrator Rich Sill	m	moved
CMO	Commissioner Mark Ozias	mc	motion carried
CRJ	Commissioner Randy Johnson	s	seconded
CBP	Commissioner Bill Peach		

DRAFT

IC
6/21/22

AGENDA ITEM SUMMARY

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

Department: Parks, Fair & Facilities

WORK SESSION ☒ **Meeting Date: 06/21/22**

REGULAR AGENDA ☒ **Meeting Date: 06/21/22**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The Federal Highway Administration (FHWA), Western Federal Lands Highway Division (WFL) is working on a project on behalf of the U.S. Fish and Wildlife Service (USFWS) for parking area and restroom improvements at the Dungeness National Wildlife Refuge (DNWR). The project location is at the terminus of the County's Voice of America Road and adjacent to our Dungeness Recreation Area.

Over 90% of the footprint of the current parking area at the DNWR trailhead is on County land. The USFWS has a lease with the County and maintains current parking and trailhead improvements on the County property. USFWS will continue to be responsible for maintenance of the planned parking area and restroom improvements.

The attached Request for Concurrence of Section 4(f) Transportation Enhancement Exception is part of the FHWA's environmental review process to assess impacts to recreation areas, wildlife refuges, and other places. The 4(f) form is an acknowledgment that the County as the landowner concurs that the project will be an enhancement related to public use. The USFWS as manager of the Dungeness Wildlife Refuge also received the 4(f) form and have signed.

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 budget impact

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

Authorize the Chair of the County Commissioners to sign the attached Request for Concurrence of Section 4(f) Transportation Enhancement Exception.

County Official signature & print name: R Mark Ozias

Name of Employee/Stakeholder attending meeting: Donald Crawford & Steve Gray

Relevant Departments: Parks, Fair & Facilities

Date submitted: June 15, 2022

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

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

U.S. Department
of Transportation
Federal Highway Administration

Western Federal Lands Highway Division
610 E. Fifth Street
Vancouver, WA 98661
Phone 360-619-7700
Fax 360-619-7846

May 2, 2022

Commissioner Mark Ozias,
Clallam County District 1
Board of County Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362

RE: Dungeness National Wildlife Refuge and Recreation Area, WA Clallam 2016(1)
Request for Concurrence of a Section 4(f) Transportation Enhancement Exception

Dear Commissioner Ozias;

The Federal Highway Administration (FHWA), Western Federal Lands Highway Division (WFL), in partnership with the U.S. Fish and Wildlife Service (USFWS) and Clallam County, Washington (County), is proposing to improve safety, stormwater management, traffic flow, speed, the condition of the parking area, and efficiency of the comfort station at the Dungeness National Wildlife Refuge near the town of Dungeness, Washington.

FHWA has identified the Dungeness National Wildlife Refuge as a 4(f) resource under the U.S. Department of Transportation Act of 1966. Section 4(f) of the Act (now codified at 49 U.S.C. § 303) stipulates that the Secretary of Transportation may approve a transportation project requiring the "use" of the publicly owned land of a public park, recreation area, wildlife and waterfowl refuge, or land of a historic site of National, State, or local significance (as determined by the Federal, State, or local officials having jurisdiction) only under certain circumstances.

Through a 4(f) evaluation of the project, the FHWA has determined that the project qualifies for an exception to the requirement for Section 4(f) approval according to 23 CFR 774.13(g):

> *(g) Transportation enhancement projects and mitigation activities, where:*
> *(1) The use of the Section 4(f) property is solely for the purpose of preserving or enhancing an activity, feature, or attribute that qualifies the property for Section 4(f) protection; and*
>
> As previously noted, the proposed project would improve safety, stormwater management, traffic flow, speed, the condition of the parking area, and efficiency of the comfort station.

An increase in public use is anticipated, so greater vehicle capacity and an increase to safety is needed; improved motorist sight lines, better separation for less congestion between incoming and outgoing vehicles, slower speeds, and easier ingress/egress of parking spaces will be addressed. Stormwater standards have been raised since the original construction and therefore, this location would be brought up to standards through the addition of current construction best management practices. Because funding is limited, a reduction in maintenance costs is also needed; the substitution of a multi-stall, vault toilet for the antiquated comfort station is planned.

(2) The official(s) with jurisdiction over the Section 4(f) resource agrees in writing to paragraph (g)(1) of this section.

This letter serves as the documented agreement, once reviewed and signed by the official with jurisdiction.

In the case of public parks, recreation areas, and wildlife and waterfowl refuges, the officials with jurisdiction are the officials of the agency or agencies that own or administer the property in question and who are empowered to represent the agency on matters related to the property. For the named 4(f) resources, the County has been identified as the owner and the USFWS as the manager. To assist in completing National Environmental Policy Act documentation for the project, FHWA is requesting concurrence by the County that the "use" of the parking area and associated facilities at the Dungeness National Wildlife Refuge is for the purpose of enhancement. If you concur, please sign below and return this letter for our project file.

_____ _____

Mark Ozias, Clallam County District 1 Commissioner Date

Should you have any questions, please contact Joshua Taylor at 360-619-7633 or by e-mail at joshua.taylor@dot.gov. A separate 4(f) concurrence letter was sent to the USFWS as an official with jurisdiction of the Dungeness National Wildlife Refuge. They have been copied on this letter.

Sincerely,

SCOTT RUSSELL SMITHLINE

Digitally signed by SCOTT RUSSELL SMITHLINE
Date: 2022.05.02 15:47:13 -07'00'

Scott Smithline
Environmental Manager

Cc: Jennifer Brown-Scott, Washington Maritime National Wildlife Refuge Complex Project Leader
Dave Arena, WFL Program Manager
Joshua Taylor, WFL Environmental Specialist

1d
6/21/22

PROCLAMATION

RECOGNIZING KOREAN WAR REMEMBRANCE DAY
JUNE 21, 2022

WHEREAS, The Korean War erupted on June 25, 1950 when the Democratic People's Republic of Korea Army (NPRK – North Korea) invaded the Republic of South Korea (ROK); and

WHEREAS, three days later, Harry S. Truman ordered U.S. troops to support the United Nations Security Council Resolution calling for a number of nations to give military aid to defend South Korea; and

WHEREAS, between June 25th to December 31, 1950, 22,789 U.S. personnel were killed in action, 28,634 U.S. personnel were wounded in action, 8,177 U.S. personnel were missing in action and 2,701 U.S. personnel died as prisoners of war; and

WHEREAS, battles that took place between June 25th to December 31, 1950 were: Anju, Bowling Alley, Chonggoko, Chosin Reservoir, Chungju, Chonan, Funchilin Pass, Han River, Hadong, Hagaru, Hongdam, Hungnam, Hamhung, Inchon, Kum River, Kunsang, Kunu-ri, Koto-ri, Mason, Nakton Bulge/Perimeter, Osan, Pusan Perimeter, Pyongang, Sunchon, Sukchow, Sinuju, Suwon, Taejon, Taegu, Usan and Yougsan, and

WHEREAS, the truce was signed two and a half years later. The war tenuously ended on July 27, 1953, leaving 33,628 personnel of the U.S. Armed Forces losing their lives with over 2,000 personnel losing their lives during the conflict period after the truce was signed; and

WHEREAS, more than 6 million Americans served during the Korean War, 122,000 were from Washington State. 528 Washington State residents and 6 Clallam County residents were killed in action between 1950 and 1953; and

WHEREAS, memorial services are to be held on June 21, 2022 commemorating the 72nd anniversary of the beginning of the hostilities of the Korean War.

NOW, THEREFORE BE IT PROCLAIMED the Board of Clallam County Commissioners hereby declare June 21, 2022 as Korean War Remembrance Day and urge all citizens to join me in remembering the thousands of American service personnel who made the ultimate sacrifice during and after the Korean War.

Signed this 21st day of June 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

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6/21/22

AGENDA ITEM SUMMARY

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

Department: HHS-Environmental Health

WORK SESSION ☒ **Meeting Date: 6/13/22**

REGULAR AGENDA ☒ **Meeting Date: 6/21/22**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 100511-22-JPR

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

This is a ten year agreement between Washington State Department of Health and Clallam County Health and Human Services for the regulation of water recreational facilities (swimming pools and spas) per Chapter 70.90 RCW and Chapters 246-260 and 246-262 WAC. It is a renewal of a current ten year Joint Plan of Responsibility (JPR) agreement.

The JPR states HHS will have primary responsibility for permitting and enforcing regulations for water recreational facilities in Clallam County. HHS will also inspect permitted facilities and investigate complaints. There will be annual reporting requirements. DOH will be responsible for new facility construction permits and technical assistance.

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?)

Please approve the JPR and have Chair Ozias electronically sign the document.

County Official signature & print name: KEVIN LOFTUS

Name of Employee/Stakeholder attending meeting: JENNIFER GARCELON

Relevant Departments: HHS

Date submitted: JUNE 3, 2022

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

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

100511-22-JPR

DOH JPR # CLH27470-0

Washington State Department of Health

JOINT PLAN OF RESPONSIBILITY Agreement
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
CLALLAM COUNTY HEALTH & HUMAN SERVICES
FOR REGULATION OF WATER RECREATION FACILITIES IN CLALLAM COUNTY

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF HEALTH, hereinafter referred to as DOH, and Clallam County Health & Human Services, hereinafter referred to as CCHHS.

THE PURPOSE OF THIS AGREEMENT is to provide for a joint plan of responsibility (JPR) which delineates the responsibilities of DOH and CCHHS with respect to the regulation of water recreation facilities (WRF) in Clallam County pursuant to Chapters 70.90 RCW and Chapters 246-260 and 246-262 WAC. This Agreement supersedes and replaces all prior Joint Plan of Responsibility Agreements between DOH and CCHES regarding water recreation facilities.

THEREFORE, IT IS MUTUALLY AGREED THAT:

GENERAL
Enforcement of Chapter 70.90 RCW and administrative rules, Chapters 246-260 and 246-262 WAC, authorized by Chapter 70.90 RCW, shall be achieved by a joint plan of responsibility between DOH and any local health jurisdiction. DOH and CCHHS agree that they will administer the provisions of these chapters within Clallam County according to the provisions of this joint plan of responsibility.

COMMUNICATIONS
DOH and CCHHS agree to maintain an open dialogue between agencies in order to keep each other informed of significant policies being developed and actions being taken. The parties shall evaluate, at least annually, the implementation of this joint plan of responsibility and amend by mutual agreement as needed. The parties shall work together to ensure that there is an effective communications strategy when dealing with water recreation emergencies, security incidents and health risk situations related to water recreation facilities in Clallam County.

STATEMENT OF RESPONSIBILITIES
CCHHS and DOH agree to carry out this joint plan of responsibility as set forth in Exhibit A, Statement of Responsibilities; attached hereto and incorporated herein. Subject to any qualification or clarification provided in the text of this agreement, primary responsibility for carrying out program functions shall be allocated between the parties as indicated in Exhibit A. The party with primary responsibility for a function shall perform that function on a day-to-day basis. The other party may provide advice or assistance as resources allow. Nothing herein shall preclude either party from taking primary responsibility, consistent with their statutory authority, for a function described in Exhibit A by mutual agreement or where an emergency exists.

PERIOD OF PERFORMANCE
Subject to its other provisions, the period of performance of this Agreement shall be from the date last executed until ten years from date of execution unless terminated sooner as provided herein.

COSTS
Any and all expenses incurred by the parties to this Agreement are the sole responsibility of the incurring party.

ASSIGNMENT
The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement. Either party may change its contact person by giving written notice to the other party.

The WRF Program Manager for DOH is:	The WRF Program Manager / Contact for CCHHS is:
Jun Naotsuka, MS, RS, MTeach	Jennifer Garcelon, REHS, MPH
Water Recreation Program Manager	Environmental Health Director
Office of Environmental Health & Safety	Clallam County Health & Human Services
P.O. Box 47824	111 East 3rd St
Olympia, WA 98504-7824	Port Angeles, WA 98362
Phone: (360) 236-3073	Phone: (360) 417-2347
E-Mail: Jun.Naotsuka@doh.wa.gov	E-Mail: jgarcelon@co.clallam.wa.us

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be resolved at the lowest possible management level. If resolution is not achieved through discussion by the parties, it shall be determined in the following manner: The Office Director of the Office of Environmental Health and Safety at DOH shall meet with the Environmental Health Director at CCHHS to try and resolve the dispute. Failing a resolution at the management level, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws and local laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. applicable state and federal laws and regulations;
b. applicable local laws;
c. Exhibit A, Statement of Responsibilities; and
d. any other provisions of the Agreement, including materials incorporated by reference.

INDEPENDENT CAPACITY

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

PRIVACY/SAFEGUARDING OF INFORMATION

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. "Personal Information" includes information protected from disclosure under Chapters 42.56, 70.02, 70.24, and 71.05 RCW, but does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Neither CCHHS nor DOH shall use or disclose Personal Information in any manner that would constitute a violation of federal or Washington State law. The parties agree to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

CCHHS and DOH shall protect Personal Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification or loss and shall use it solely for the purposes of accomplishing the services set forth in this Agreement. Both parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form.

RECORDS MAINTENANCE

The parties to this joint plan of responsibility shall each maintain documents and other records which sufficiently and properly reflect the performance of their respective duties described herein. All documents and other material related to permitting and regulatory activities regarding specific water recreation facilities shall be retained in accordance with each party's record retention plan or for a period of six years following the document date.

These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law during this period. These records are subject to disclosure according to the state's public disclosure statutes and rules.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

SEVERABILITY

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

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party.

TERMINATION FOR CAUSE

If either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER

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

ALL WRITINGS CONTAINED HEREIN

This Agreement, its attachments and all incorporations, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington, Department of Health

Frank L Webley
WA State DOH Contract Specialist III

Date

Clallam County Board of County Commissioners

Mark Ozias
Chair of the Board of County Commissioners

Date

Approved as to form only by:

Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

EXHIBIT A
STATEMENT OF RESPONSIBILITIES

Clallam County Health & Human Services shall:

1. Have primary responsibility for all program elements relating to operating permits for water recreation facilities as defined in chapters 246-260 WAC and 246-262 WAC. DOH is available to assist CCHHS with activities that normally fall within the scope of their primary responsibilities, upon request. Activities under this provision include but are not limited to:
    - Issuing permits for operating a water recreation facility
    - Enforcing state rules
    - Issuing variances to chapter 246-260 WAC
2. Inspect and evaluate permitted water recreation facilities and investigate complaints.
3. Respond to serious injury, death and illnesses associated with water recreation facilities; evaluate facilities for compliance with state rules at the time of the event, as appropriate. Provide copies of all injury and illness reports submitted by WRF operators to DOH. For drowning, near drowning, severe injury, or illness outbreak, alert DOH within 72 hours of the event. Forms for reporting injury and illness and for evaluating facilities are available from DOH.
4. Follow the procedures outlined in WAC 246-260-201 for handling and processing requests for variances relating to water recreation facility operating permits.
5. Refer applicants requesting a variance or an equipment substitution for a recreational water contact facility (regulated by Chapter 246-262 WAC) to DOH for processing
6. Conduct pre-opening inspections of water recreation facilities based on construction plans approved by DOH.
7. Participate, as local resources are available, in DOH sponsored meetings, workshops and training sessions that provide technical, and program development training.
8. By February 1st of each year, provide DOH with an annual summary for the previous calendar year of the following:
    a. The number of general use versus limited use permits issued
    b. The number of facilities, including the number of pool types (swimming, spa. wading. spray, water park feature)
    c. The total number of inspections
    d. A list of closures (voluntary or formal) including the related violation(s)
    e. A list of the variances to Chapter 246-260 WAC granted or denied, including:
        - Facility name and address
        - WAC # (specific section and sub-section) and requirement being waived
        - Mitigation measure(s) accepted in lieu of the WAC requirement
        - Action taken: granted or denied

Department of Health shall:

1. Be responsible for all program elements relating to construction permits, including but not limited to: plan review, enforcement and issuance of variances related to construction permits.
2. Assist CCHHS with activities that normally fall within the scope of their primary responsibilities, upon request.
3. Provide a written summary of variances granted by DOH and CCHHS to the State Board of Health each year to meet the reporting obligation of WAC 246-260-201(2) Variance.
4. Provide copies of DOH pertinent water recreation-related forms, guides, and correspondence to CCHHS.
5. Provide technical assistance to CCHHS through various means including:

- Technical training through workshops and other training events, as DOH resources allow
- Technical guidance, code interpretations, forms and informational publications
- Consultation, upon request

6. Follow the procedures outlined in Chapter 246-260 WAC for handling and processing requests for variances relating to construction permits. DOH will notify CCHHS of variances approved or denied within 30 days of issuing the response.

2b
6/21/22

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION [X] Meeting Date: June 13, 2022

REGULAR AGENDA [X] Meeting Date: June 21, 2022

Required originals approved and attached? [X] Hard copies are attached. Electronic "VeriSign" Contract Amendment document was emailed by Ecology (May 20 or a bit earlier) directly to Commissioner Ozias.

Will be provided on:

Item summary:

☐ Call for Hearing [X] Contract/Agreement/MOU - Contract # WQC-2020-ClaCPW-00138

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other 1

Documents exempt from public disclosure attached: ☐

Executive summary: The Amendment extends the contract for one year, until 31 Dec 2022. The contract was delayed by Covid and this will allow for its completion. This is a no-cost change order.

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?** [X]

Recommended action: Electronic "VeriSign" version of the document needs signature of "Authorized Signatory", Commissioner Ozias.

County Official signature & print name: Joe Donisi, Joe Donisi

Name of Employee/Stakeholder attending meeting: David Hanna

Relevant Departments: Public Works, Utilities Division

Date submitted: June 6, 2022

402-19-003A

DEPARTMENT OF ECOLOGY
State of Washington

AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2020-ClaCPW-00138
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County Public Works

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County Public Works (RECIPIENT) for the Clallam Bay - Sekiu Wastewater Treatment Facility (PROJECT).

This amendment is needed to extend the Project Completion Date to allow time for the RECIPIENT to complete the project scope of work which was delayed due to staffing turnover and Covid-19.

1) The Project Completion Date is extended from December 31, 2021 to December 31, 2022.

Note: This amendment only includes the portions of the original agreement that have been changed in some way. If there were no changes, it will not be referenced in this amendment.

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

Expiration Date:

Original: 12/31/2021 Amended: 12/31/2022

CHANGES TO THE BUDGET

Funding Distribution EF200286

Funding Title: SRF Forgivable Principal

Funding Type: Forgivable Loan

Funding Effective Date: 07/01/2019 Funding Expiration Date: 12/31/2022

Funding Source:

Title: CWSRF-SFY20 (State)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund

(SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

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

SRF Forgivable Principal	Task Total
Grant and Loan Administration	$ 5,000.00
Value Planning	$ 95,000.00
	Total: $ 100,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Forgivable Principal	0 %	$ 0.00	$ 100,000.00	$ 100,000.00
Total		**$ 0.00**	**$ 100,000.00**	**$ 100,000.00**

SPECIAL TERMS AND CONDITIONS:

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

"Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

"Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

"Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

"Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

"Acquisition" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

"Centennial Clean Water Program" means the state program funded from various state sources.

"Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.

"Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

"Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

"Effective Date" means the earliest date on which eligible costs may be incurred.

"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"Equivalency" means projects designated by ECOLOGY to meet additional federal requirements.

"Expiration Date" means the latest date on which eligible costs may be incurred.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.

"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"Guidelines" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund

(Centennial) Loan made pursuant to this loan agreement.
"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.
"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.
"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.
"Loan Term" means the repayment period of the loan.
"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.
"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.
"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.
"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.
"Project" means the project described in this agreement.
"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.
"Project Schedule" means that schedule for the project specified in the agreement.
"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.
"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.
"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.
"Scope of Work" means the tasks and activities constituting the project.
"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.
"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.
"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.
"Termination Date" means the effective date of ECOLOGY's termination of the agreement.
"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.
"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.
"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.
"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.
"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.
"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.
The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.
A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or

federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.
C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.
D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.
F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.
G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.
H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.
I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.
J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.
K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.
L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.
The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:
1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.
A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.
B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."
B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.
D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).
E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.
F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.
Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:
1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting

solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.
The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.
Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.
This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.
The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).
In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.
The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.
"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."
Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.
1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE
G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.
H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.
I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of

trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:
(i) The Loan Amount with interest
(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:
Department of Ecology
Cashiering Unit

P.O. Box 47611
Olympia WA 98504-7611
In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.
No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.
2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.
K. Loan Security
Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.
Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.
Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.
Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.
Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.
Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.
L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.
M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.
N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.
The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.
The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter

39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY-.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
2) Prohibit inflow of stormwater into separated sewer systems.
3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.
Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").
Termination and Default Remedies
No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.
Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.
Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.
Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.
Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.
Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.
Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.
Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.
Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.
Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.
T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.
In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

AUTHORIZING SIGNATURES

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

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

This amendment will be effective 12/31/2021.

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

Washington State
Department of Ecology

By: _____

Vincent McGowan, P.E. Date

Water Quality
Program Manager

Clallam County Public Works

By: _____

Mark Ozias Date

Commissioner

Template Approved to Form by
Attorney General's Office

2C
6/21/22

AGENDA ITEM SUMMARY

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

Department: DCD
WORK SESSION Meeting Date: 6.13.2022
REGULAR AGENDA Meeting Date: 6.21.2022
Required originals approved and attached?
Will be provided on:

Item summary:

Call for Hearing | Contract/Agreement/MOU - Contract # 334.21.002-1
Resolution | Proclamation | Budget Item
Draft Ordinance | Final Ordinance | Other
Documents exempt from public disclosure attached:

Executive summary:

Aqua Terra Cultural Resources Consultant is providing on site monitoring during construction activities at the Dungeness River Floodplain Restoration site. The project has required more monitoring than initially anticipated. The amendment outlines activities to be conducted and documented.

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 budget action required.

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

Please sign the amendment.

County Official signature & print name: MaryEllen Winborn

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD

Date submitted: 6.8.2022

Contract # 334.21.002-1

PERSONAL SERVICES AGREEMENT
AMENDMENT 1

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

Name: Aqua Terra Cultural Resource Consultants

Address: 8525 Stoney Creek Lane SW
Olympia, WA 98512

Phone №: 360-754-2208

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

☒ Attachment A – Scope of Work

☒ Attachment B – Compensation

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

The term of this Amendment shall commence on the 2nd day of May 2022 and shall, unless terminated as provided elsewhere in the Agreement, end on the 1st day of October 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 2nd day of June 2022.

CONTRACTOR

Print name: Sarah J. Amell

Title: Principal/Owner

Date: June 2, 2022

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

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

SCOPE OF WORK

COMPENSATION

1. ☒a. **FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of One hundred and fifteen thousand, five hundred and twenty DOLLARS ($115,520.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

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.

OR

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

Name/Position	***Hourly Rate***

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

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

In no event shall Contractor be compensated in excess of ONE HUNDRED AND FIFTEEN THOUSAND, FIVE HUNDRED AND TWENTY DOLLARS ($115,520.00) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

ATTACHMENT A

Task	Consulting Staff				Labor Total	Direct Expenses	Total Price
	Project Manager	Principal Investigator	Project Arch	CR Specialist			
Task 1. Background Research					$0		
Task 2. Cultural Resource Monitoring Plan					$0		
Task 3. Cultural Resource Monitoring (110 Full Days + Travel)	4			960	$86,960		
Task 4. Draft/Final Monitoring Letter Report		10	10	20	$4,000		
Task 5. Project Management	16				$2,240		
Total hours	20	10	10	980			
Agua Terra CRC billing rates	$140.00	$120.00	$ 100.00	$ 90.00			
Subtotals	$2,800	$1,200	$1,000	$88,200	$93,200		
Direct Expenses							
521.00 Meals, and Lodging **Lodging: ($161X36 Nights + $104X52 Nights) M&I: ($333 X 22 weeks)**						$18,530	
523.01 Computer/Faxes							
523.02 Reproductions							
523.03 Equipment Rental							
523.04 Postage and Delivery							
523.05 Travel, Auto 270 **miles p/day (.585 p/mile) # of days** 24.00						$3,791	
523.07 Surveys and Reports							
523.09 Project Supplies: Archival Paper							
529.00 Other Reimbursable Expenses							
Mark up on all non-labor costs and subcontractors:							
Direct expense subtotal						$22,321	$93,200.00
Grand Total							$115,520.80

M&I per week: F/L(55.5*2) + (74*3) = $333

2d
6/21/22

AGENDA ITEM SUMMARY

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

Department: DCD
WORK SESSION **Meeting Date: 6.13.2022**
REGULAR AGENDA **Meeting Date:**

6.21.2022

Required originals approved and attached?
Will be provided on:

Item summary:

Call for Hearing	Contract/Agreement/MOU - Contract # N/A	
Resolution	Proclamation	Budget Item
Draft Ordinance	Final Ordinance	Other

Documents exempt from public disclosure attached:

Executive summary:

The attached settlement agreement describes a permit violation, its remedy, and compensation for assuring success of the remedy. The agreement is between Clallam County and Scarsella Brothers, Inc.

During the course of its construction activities on the Lower Dungeness Floodplain Restoration, Scarsella Brothers inadvertently mowed ½ acre of wetland vegetation on WSDOT's wetland mitigation site. As the project's permit holder, it is Clallam County's responsibility to write a Compensatory Mitigation Plan to remedy the situation. Clallam County met on site with the US Army Corps of Engineers, Ecology, and WSDOT to develop a remedy that includes replanting the affected area and restoring an additional ½ acre of wetland. Both areas are to be monitored for 3 years, and to assure that the plantings thrive. Scarsella Brothers pays for developing the restoration remedy, restoring the sites, and for the County to monitor the plantings for 3 years.

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 budget impact

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

County Official signature & print name: Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD, Noxious Weeds

Date submitted:

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into on the last date set forth below by and between Clallam County, a political subdivision of the State of Washington, Hereinafter "County" and Scarsella Bros. Inc. Hereinafter "Scarsella". County and Scarsella collectively shall be referred to as the "Parties" below.

Whereas: The County and Scarsella entered into a contract dated August 31, 2021 in which Scarsella agreed to do all work and furnish all tools, materials, and equipment for the Lower Dungeness River Floodplain Restoration & Levee/Road Realignment Project-Phase 1 Earthwork according to agreed plans and contract Provisions.

Whereas: The Lower Dungeness River Floodplain Restoration & Levee/Road Realignment Project began on September 1, 2021.

Whereas: On or about September 2, 2021 Scarsella, or their agent/employee cleared an area of wooded wetland within the Washington State Department of Transportation's (WSDOT's) Towne Road Mitigation Site which was outside the authorized clearing limits as identified in the above mentioned contract.

Whereas: The U.S. Army Corps of Engineers, WSDOT, and Washington Department of Ecology were notified and have required that the County enter into a Compensatory Mitigation Plan to address damage caused by Scarsella's errant clearing of the WSDOT wetland mitigation site identified above. The Compensatory Mitigation Plan is attached hereto and hereby incorporated by reference into this agreement.

Whereas: The Parties desire to reach an agreement allocating responsibility for mitigation work.

Whereas: The Parties desire to enter into an agreement to avoid litigating allocation of responsibility for mitigation work.

NOW THEREFORE, IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, the Parties agree as follows with the intent that each be legally bound:

Agreement

1. Restoration of Cleared Area

Scarsella agrees that it will plant the cleared area identified in Figure 1 of the attached Compensatory Mitigation Plan (CMP) with red alder, Western crabapple, and Sitka spruce. Planting will be in compliances with the CMP.

2. Compensatory Mitigation Area

Scarsella agrees to provide 90 hummocks as described in the CMP planted with native trees and shrubs in sufficient quantity to achieve 30% cover within the ½ acre mitigation site identified in Figure 2 to the CMP. Scarsella further agree to perform site preparation activities identified in the CMP within the ½ acre mitigation site.

3. Performance Standards

The Parties Agree that the Army Corps of Engineers required performance standards identified in the CMP which the County will be required to meet, and which Scarsella will be subject to if these standards are not achieved and the Corps or WSDOT require further work and/or planting over the contemplated 3 year mitigation period identified in the CMP.

4. County to Monitor

The County shall monitor the sites identified above as required in the CMP over years 1, 2 and 3 for compliance with the requirements of the CMP and take necessary actions identified therein

5. Scarsella to reimburse County for monitoring and necessary mitigation actions.

Scarsella agrees to reimburse the County its actual costs for monitoring and mitigations action taken to comply with the CMP in years 1, 2, and 3 and until the CMP is deemed to be satisfied in an amount not to exceed the estimate of costs prepared by the County and attached hereto and incorporated herein as Exhibit A. In the event Army Corps of Engineers' performance standards are not met for reasons outside Scarsella control, such as floods, earthquakes or other acts of god; third party malfeasance, negligence, damage or destruction; or as a result of deficient design work, Scarsella shall be released from its obligation to reimburse the County for costs and mitigation actions performed as a result of any such events or actions.

6. Indemnification.

The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of this agreement. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents. Provided, also, that in the event performance standards are not met for reasons outside Scarsella control, such as floods, earthquakes or

other acts of god, third party malfeasance, negligence, damage or destruction, or as a result of deficient design work, the indemnity obligation shall not be asserted by the County.

7. **General Provisions**

a. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified or amended in any way except in a writing signed by duly authorized representatives of the respective Parties or their successors in interest or assigns.

b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of this Settlement Agreement shall be in Clallam County Superior Court.

c. Headings. The headings and subheadings contained in this instrument are solely for the convenience of the Parties and are not to be used in construing this Agreement.

d. Authority. The persons executing this Settlement Agreement on behalf of the respective Parties hereby represent and warrant that they are authorized to enter into this Settlement Agreement on the terms and conditions herein stated.

e. Cooperation. Each of the Parties shall execute from time to time all documents that may be necessary to carry out the terms of this Agreement or to affect its purpose.

f. Counterparts. This Settlement Agreement may be executed in counterparts, all of which shall be deemed an original as if signed by all Parties. Scanned and printed copies shall be considered originals.

g. Binding Effect. This Settlement Agreement shall be binding upon the respective successors and assigns of the Parties hereto and shall inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. The Parties shall give notice of any successors or assigns.

h. Mutually Drafted. This Settlement Agreement has been reviewed by counsel for each Party and shall not be construed as drafted by any one Party.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement effective on the last date set forth below.

Scarsella Bros. Inc.

By: _____

Dated: 6/2/22

Clallam County

By: _____

Dated: _____

By: _____

Dated: _____

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

SHANNON & WILSON

MEMORANDUM

TO: Pam Sanguinetti, U.S. Army Corps of Engineers
Sandra Manning, Washington State Department of Transportation

FROM: Amy Summe, PWS

DATE: November 4, 2021

PROJECT: Lower Dungeness River Floodplain Restoration/Levee Realignment

PROJ. #: 107504-990

SUBJECT: Compensatory Mitigation Plan – Clearing Violation Supplement

Construction work on the Lower Dungeness River Floodplain Restoration and Levee Realignment project (NWS-2017-719) began on September 1, 2021. On September 3, we learned that the contractor cleared an area of wooded wetland within the Washington State Department of Transportation's (WSDOT's) Towne Road Mitigation Site (NWS-2009-556) outside of the authorized clearing limits. As we understand it, the equipment operator confused which side of the staked boundary required clearing. The boundaries of the unauthorized clearing area, just over one-half acre, were delineated and illustrated in Figure 1. The U.S. Army Corps of Engineers (Corps), WSDOT, and Washington State Department of Ecology (Ecology) were notified of the clearing via email, including Figure 1, on September 10, 2021.

On September 27, 2021, Clallam County (County), WSDOT, Corps, Ecology, and Shannon & Wilson representatives attended an on-site meeting to review the cleared area and discuss restoration and supplemental compensatory mitigation options. The following recommendations were provided (verbatim) in an email from the Corps dated September 29:

1. Replant ~0.50 acre wetland area that was cleared. Plant between mid-October and late December. Include the following plants in the planting plan: red alder, western crabapple, and Sitka spruce. Since Pacific willow, red-osier dogwood, Nootka rose, salmonberry, and Hookers willow will most likely resprout, it is not necessary to replant these species. The County is responsible for monitoring this area for three years and achieving 30% native woody vegetative cover of the cleared area by the end of Year 3.
2. Find a 0.50 acre wetland area on the WSDOT mitigation site that has significant reed canarygrass cover. Do weed control - mow and spray. Add several densely-placed hummocks to this area and plant according to WM-3 in Appendix K of the mitigation plan (see attachment). The county is responsible for monitoring this area for three years and achieving 30% woody vegetative cover by the end of Year 3 and less than 20% reed canarygrass cover by the end of Year 3.

The enclosed plan sheets provide plant schedules and planting details for each area consistent with the Corps' recommendations and the additional discussion below. The timing of planting may need to be adjusted depending on plant materials and equipment availability and how quickly the County and the Contractor can reach an agreement.

RESTORATION OF CLEARED AREA

The cleared area (Figure 1) was originally planted with a mix of native trees and shrubs by WSDOT in late 2013/early 2014 as part of its Towne Road Mitigation Site. During the September 27 site visit, it was noted that many of the brush hog-cut plants (willows, dogwood, salmonberry, and rose) were sending up new shoots or re-sprouting leaves. As recommended by the Corps, the cleared area will thus only be planted with red alder, western crabapple, and Sitka spruce, which are the originally installed species not anticipated to respond to the clearing with new growth.

Using the plant schedule provided in the original WSDOT planting plan, it was calculated how many replacement alder, spruce, and crabapple should be installed in the cleared area to match the same plant spacing and species proportions (e.g., 66% of the tree stratum was planted in red alder; 5% of the shrub stratum was planted in crabapple). The resultant plant schedule has a total of 56 plants. In expectation that not every damaged willow, dogwood, salmonberry, and rose will resprout, an additional 200 willow stakes are proposed to support achievement of performance standards. If progress at Year 1 or Year 2 suggests that performance standards for cover are not likely to be achieved in three years, additional plants will be installed per the recommendations included in the Year 1 or Year 2 performance monitoring reports.

COMPENSATORY MITIGATION FOR CLEARED AREA

An area of the Towne Road Mitigation Site near the southwest property corner was selected for implementation of compensatory mitigation (Figure 2). The ½-acre area is currently dominated by reed canarygrass and will be contiguous with a wetland creation and forest planting area included in the County's plan.

As directed by the Corps, this area will be provided with hummocks (10-foot-diameter, 18-inch-tall circles constructed of imported topsoil and covered with mulch) planted with native trees and shrubs in sufficient quantity to achieve 30% cover within the ½-acre area over a three-year period. If each hummock reached 100% cover in three years, 83 hummocks would be required; 90 hummocks are proposed. Considering the high load of reed canarygrass, we propose to scrape the upper foot of root mass/topsoil material from the

½-acre area and either dispose of it off-site or bury it on-site, and then place and plant the hummocks. The area between hummocks will be hydroseeded with a native wetland grass mix. Emerging reed canarygrass will be targeted for ongoing herbicide treatment during the performance period.

PERFORMANCE STANDARDS

As required by the Corps, the proposed restoration and mitigation area which together provide compensation for the unauthorized clearing activity will meet the following performance standards during the three-year performance monitoring period:

- At least 30% native woody cover within the restoration area and within the compensatory mitigation area by the end of Year 3.
- Less than 20% reed canarygrass cover within the ½-acre compensatory mitigation area by the end of Year 3.

For ease of implementation, the relevant performance standards from the approved addendum to Standard Permit NWS-2017-719 are provided below (modified to exclude text that is not applicable to the activity described in this memorandum).

> Performance Standard 4: In monitoring Years 1, 2, and 3, Washington State-listed or County-listed Class A weeds, Class B weeds designated for control by the County Noxious Weed Control Board, and "Selected Weeds" designated for control by the County Noxious Weed Control Board will be adaptively managed consistent with the County's *2021 Integrated Weed Management Plan for Restoration Projects* (or as revised) in the County-planted areas on the Towne Road Mitigation Site.
>
> All occurrences in County-planted areas of WSDOT's Towne Road Mitigation Site shall be immediately reported to the site manager, and an adaptive management program will be initiated within 30 days of the report. Class A, B, and Selected Weeds will not collectively exceed 10% aerial cover in the County-planted areas of WSDOT's Towne Road Mitigation Site [except for reed canarygrass within the ½-acre compensatory mitigation area which has a 20% cover standard as noted above].
>
> Performance Standard 5: In monitoring Years 1, 2, and 3, there is zero tolerance for the following species: purple loosestrife (*Lythrum salicaria*), English ivy (*Hedera helix*), Scotch broom (*Cytisus scoparius*), yellow-flag iris (*Iris pseudacorus*), non-native knotweeds (*Polygonum cuspidatum, P. polystachyum, P. sachalinense,* and *P. bohemicum*), and similar related species and hybrids. If any of these species are found in the County-planted areas on the Towne Road Mitigation Site during the monitoring period, the site manager

will initiate removal and control consistent with the County's *2021 Integrated Weed Management Plan for Restoration Projects* (or as revised) where applicable.

MONITORING

Compliance monitoring of the restoration and compensatory mitigation areas will be conducted in Years 1, 2, and 3. Reports will be provided to the Corps, WSDOT, Ecology, and the County for the Baseline and Years 1, 2, and 3. These reports will be separate from the performance monitoring reports prepared for the larger restoration project.

Baseline Documentation

Within 30 days of completion of the final vegetation enhancement installation, the site will be visited by biologists, or other appropriate and qualified professionals, to document the as-built condition. The final plant count by species will be verified and updated using Contractor receipts, and any approved departures from the plan will be mapped and recorded. Recommendations for correcting plan deviations will be included in a Baseline Monitoring Report.

Permanent monitoring transects (for woody vegetation) and vegetation plots (for emergent areas) will be established during the as-built site visit. These transects and plots will be marked in the field with metal stakes, and then noted on the map. A minimum of two transects will be located in the restoration area and two within the compensatory mitigation area. Methodology and the final number, length, and placement of transects and vegetation plots will be determined and documented during the baseline monitoring effort.

Permanent photo points will be established during the as-built site visit to provide a record of the entire monitoring area. These photo points will be marked in the field with metal stakes, and then noted on the map. The transect and plot markers will serve as photo points, and additional photo points will be established to document site conditions. Photos taken from the photo points will be included in the baseline report.

Spring Weed/Maintenance Inspections

The revegetated areas will be visited at the beginning of the growing season. This site visit will be conducted by the County's invasive weed program staff and used to identify and plan invasive species maintenance needs. Invasive species cover will be visually estimated. Findings will be communicated to the County's Habitat Biologist and included in the fall monitoring reports that will be provided to the agencies.

Fall Vegetation Assessment

At the end of the growing season, vegetation monitoring will be completed prior to September 30. Total percent cover of native and invasive vegetation will be measured in plots (hydroseeded areas outside of the hummocks within the compensatory mitigation area) using visual estimation and along the established transects (in woody communities within the restoration area and across the hydroseeded and planted hummock compensatory mitigation area) using the line-intercept method, or similar, as adapted during the fieldwork. Native volunteer species may be counted in the cover assessment.

Monitoring Reports

As-Built Report

After plan implementation, an as-built report will be prepared and submitted to the Corps, WSDOT, and Ecology for review and approval. The year plan implementation is completed represents Year 0 for monitoring.

Annual Performance Reports

The monitoring reports for the end-of-growing season monitoring visits will be submitted to the Corps, WSDOT, and Ecology by December 31 of each reporting year, and will include the following description/data:

- Site plan and map showing the locations of photo points and vegetation transects/plots.
- History of activity, including date of plant installation, current year of monitoring, and restatement of performance standards.
- Names of biologists and other technical staff performing the monitoring.
- Monitoring dates.
- Summaries of monitoring data using tables and/or graphs.
  - Percent cover of the installed or volunteer native vegetation.
  - Percent cover of invasive species. If percent cover of Class C weeds and/or reed canarygrass exceeded the maximum percent cover performance standards during monitoring, the adaptive management activities performed or planned consistent with the County's *2021 Integrated Weed Management Plan for Restoration Projects* (or as revised) will be reported.
- Color photographs taken from permanent photo points established during the baseline visit.

- An assessment of whether the applicable performance standards are being achieved in a table format that includes the standard, whether the standard was met, and any corrective actions implemented or proposed.
- A detailed discussion about the likely causes and impacts of any setback or failure that occurred.
- Description and schedule of maintenance and contingency measures recommended for the next visit as needed to support achievement of performance standards, and those completed since the most recent visit. Maintenance and contingency measures might include additional invasives control consistent with the County's *2021 Integrated Weed Management Plan for Restoration Projects*, native plantings, vandalism repair, and trash removal, among others. If invasive species exceeded the performance standard limit for Class C weeds and/or reed canarygrass but was corrected using adaptive management, describe the control efforts (including dates and methods).
- Appendices should include detailed monitoring methodology, at a sufficient level of detail that it could be performed by others, and raw monitoring data for all applicable performance standards, including before and after data for invasive species performance standards that were met through adaptive management after an initial finding the standard was exceeded.

Any deficiency discovered during any monitoring or inspection visit must have an adaptive management program developed within 60 days and initiated consistent with the County's *2021 Integrated Weed Management Plan for Restoration Projects*.

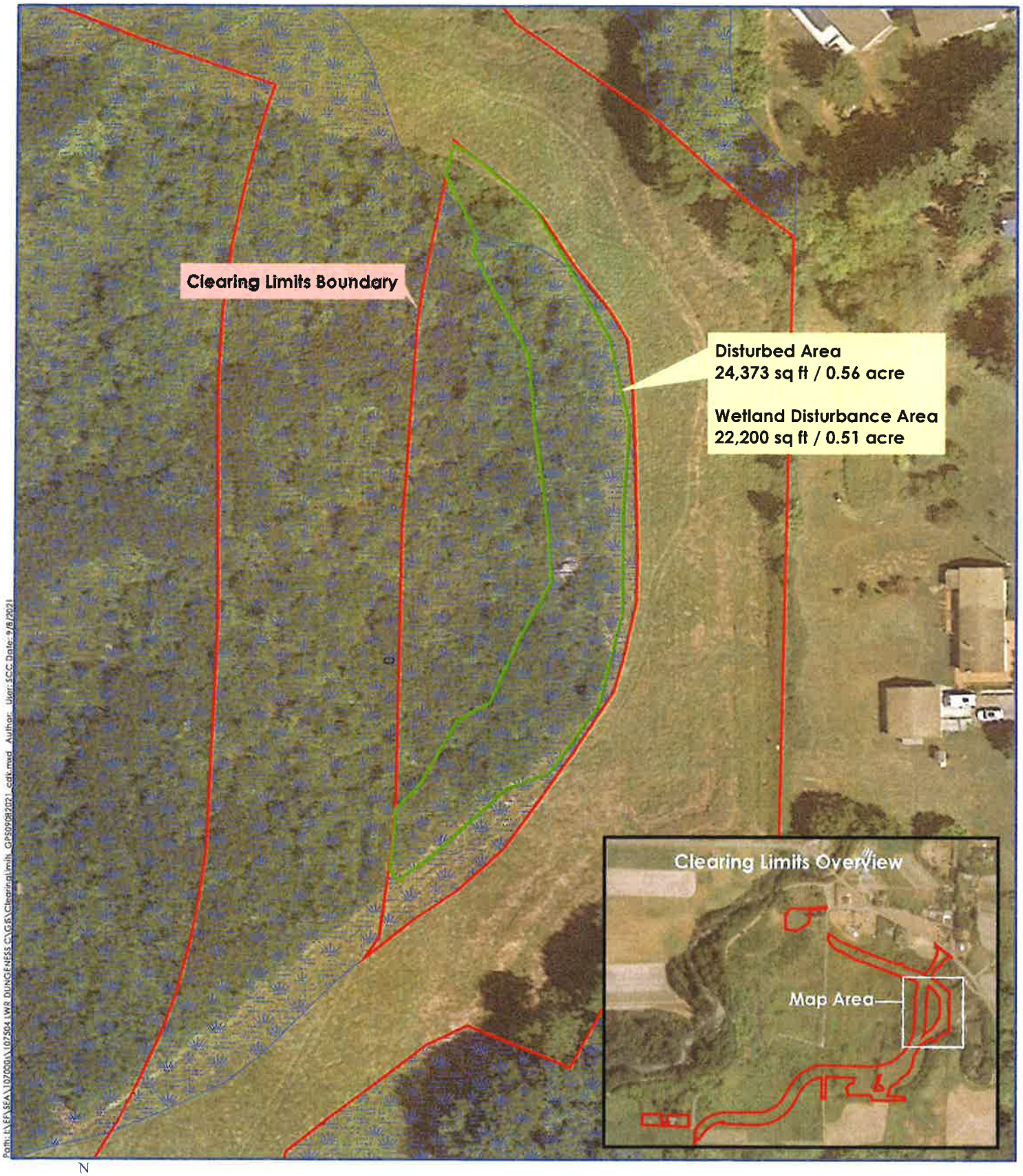
MAINTENANCE

Routine maintenance by the County will take place each year of the three-year monitoring period. Maintenance is anticipated to include primarily invasive weed control, but other activities will be conducted as needed based on recommendations made after the spring inspections or the fall performance monitoring assessments.

AJS:KLW:TJS/ajs

Enc. Figure 1 - Nonpermitted Disturbance Area
Figure 2 – Proposed Mitigation Area
Restoration and Mitigation Plan Set (4 sheets)

c: Cathy Lear, Clallam County
Caroline Corcoran, Washington Department of Ecology
Carl Ward, Washington State Department of Transportation



November 2021

Figure 1. Nonpermitted Disturbance Area

107504-990

Lower Dungeness River Levee Setback and
Floodplain Restoration
Clallam County, WA

Path: \\SEA-FS1\Vol1\EF\SEA\107000s\107504 LWR DUNGENESS C\GIS\Proposed_Mitigation_Area_10222021_cdk.mxd Author: User: cdk Date: 10/22/2021

0 200
Feet
1 inch = 200 feet

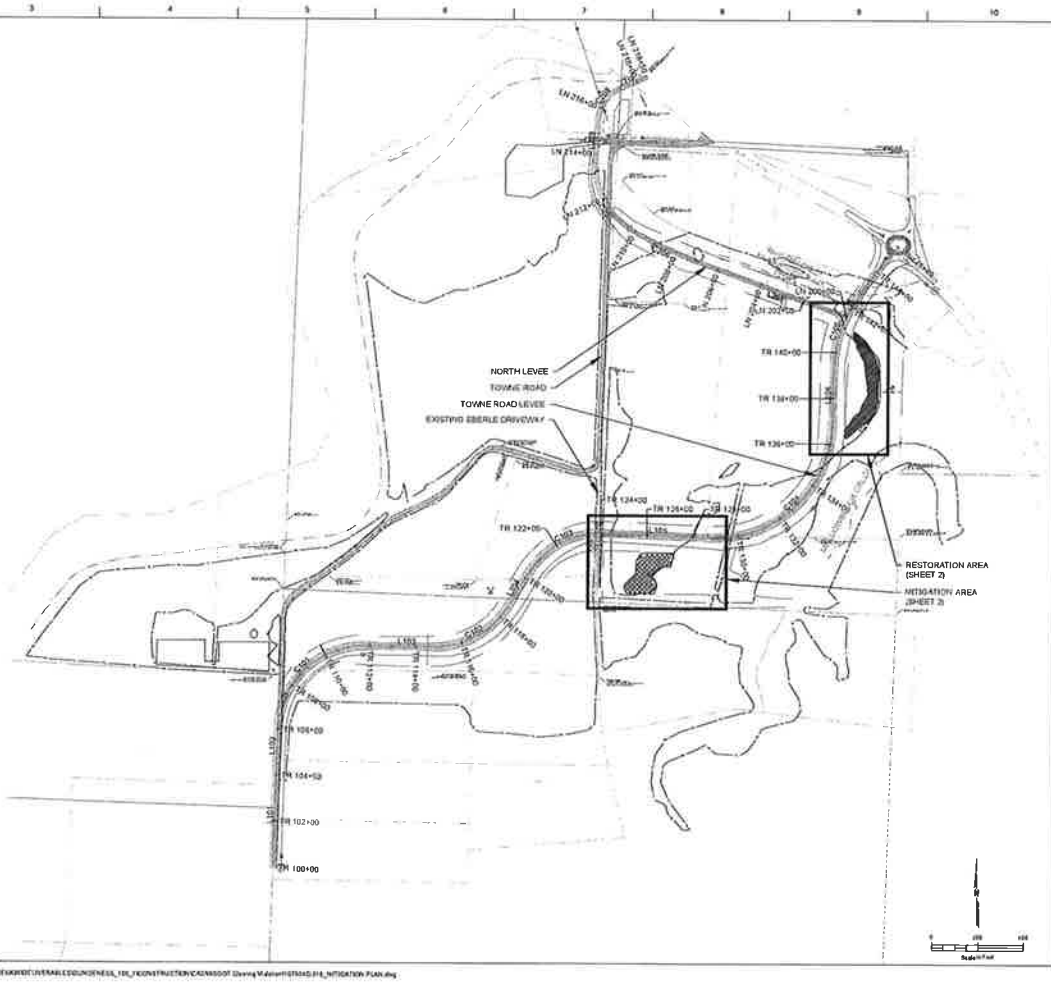
N

November 2021

Proposed Mitigation Area

NOTES

THIS PLAN SET WAS DEVELOPED ON BEHALF OF CLALLAM COUNTY TO RESTORE AND MITIGATE FOR UNAUTHORIZED CLEARING IMPACTS WHICH OCCURRED ON A WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) WETLAND MITIGATION SITE. THESE IMPACTS OCCURRED DURING CONSTRUCTION ACTIVITIES FOR PHASE II OF THE LOWER DUNGENESS FLOODPLAIN RESTORATION PROJECT.



CONTRACTOR UNAUTHORIZED CLEARING RESTORATION & MITIGATION PLAN

SHEET ID
1

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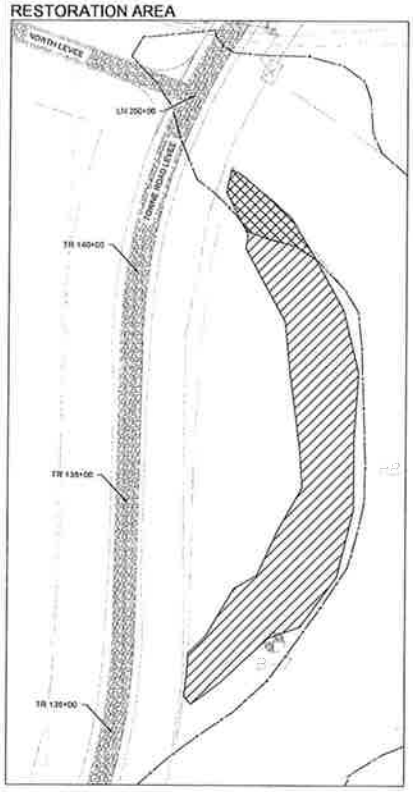
NOTES

1. AREAS SHOWN AS WSDOT MITIGATION BUFFER IMPACTS WERE ORIGINALLY PLANTED AS WETLAND MITIGATION AND WILL BE REPLANTED USING THE SAME PLANT SPECIES. PLANTINGS FOR THIS AREA ARE INCLUDED IN THE "RESTORATION AREA" PLANT SCHEDULE ON SHEET 3.
2. INSTALL HIGH VISIBILITY SILT FENCE AROUND THE MITIGATION AREA AS SHOWN, UNLESS IT HAS ALREADY BEEN INSTALLED ADJACENT TO THE LINE SHOWN FOR THE OTHER PORTIONS OF THE PHASE I PROJECT.
3. CONTRACTOR SHALL USE LOW COMPACTION EQUIPMENT ONLY IN THE RESTORATION AND MITIGATION AREAS.
4. CENTER OF HUMMOCK COORDINATES IN SHAPEFILE OR CAD DWG FORMAT WILL BE PROVIDED UPON REQUEST TO THE CONTRACTOR BY SHANNON & WILSON.

RESTORATION AREA



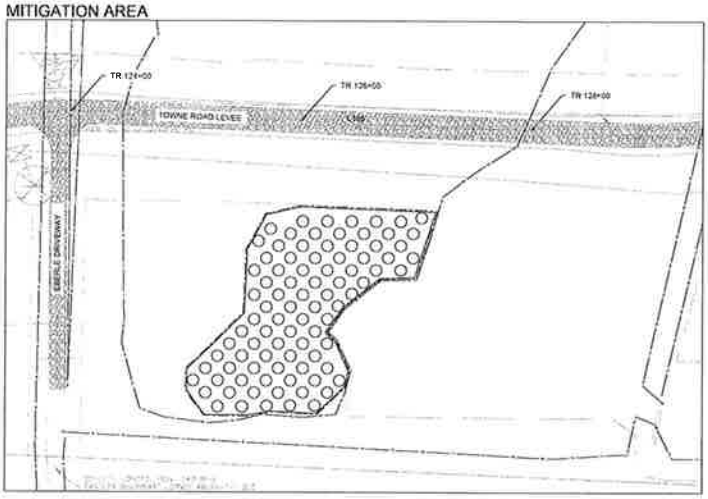
LEGEND

- RESTORATION AREA (2,173 SF, 0.05 ACRE) WSDOT MITIGATION AREA BUFFER IMPACTS
- RESTORATION AREA (22,200 SF, 0.51 ACRE) WSDOT MITIGATION AREA WETLAND IMPACTS
- MITIGATION AREA (21,780 SF, 0.50 ACRE) CIRCLES SHOW HUMMOCK LOCATIONS
- PARCEL BOUNDARY
- P1 CONSTRUCTION LIMIT LINE
- HIGH VISIBILITY SILT FENCE

MITIGATION AREA CONSTRUCTION SEQUENCE

1. INSTALL HIGH VISIBILITY SILT FENCE
2. SCRAPE OFF THE TOP 1" OF TOPSOIL FROM THE MITIGATION SITE AND DISPOSE OF OFFSITE AT A LOCATION APPROVED BY THE COUNTY OR BURY ONSITE
3. STAKE OUT HUMMOCK LOCATIONS.
4. IMPORT TOPSOIL TYPE "A" AND BUILD HUMMOCKS ACCORDING TO DETAIL A (SHEET 3).
5. INSTALL PLANTS ACCORDING TO DETAILS A, B, C, AND D (SHEETS 3 AND 4).
6. PLACE MULCH ACCORDING TO DETAIL A (SHEET 3).
7. DECOMPACT THE TOP 3" OF SOIL BETWEEN HUMMOCKS
8. HYDROSEED BARE GROUND BETWEEN HUMMOCKS WITH THE SEED MIX SPECIFIED ON SHEET 3

MITIGATION AREA



Scale in Feet

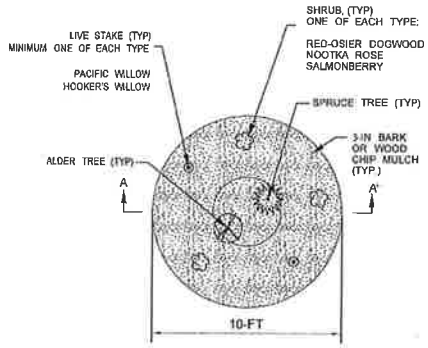
CLALLAM COUNTY, WASHINGTON
223 EAST 4TH STREET, SUITE 6
PORT ANGELES, WA 98362

SHANNON & WILSON, INC.
400 NORTH 34TH STREET, SUITE 100
SEATTLE, WA 98103

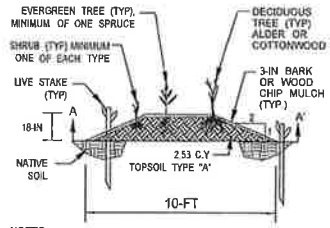
DUNGENESS, WASHINGTON
LOWER DUNGENESS RIVER FLOODPLAIN
RESTORATION & LEVEE/ROAD REALIGNMENT PROJECT

MITIGATION PLAN

SHEET TO
2



PLAN



SECTION A-A'

NOTES:
PLANTING HUMMOCKS SHALL BE CONSTRUCTED APPROXIMATELY FIFTEEN ~~ONE HUNDRED~~ FEET ON CENTER THROUGHOUT WETLAND MITIGATION AREA ~~ENLARGEMENT AND WETLAND RE-ESTABLISHMENT (EAST AND WEST SIDE OF CENTRAL DITCH) AREAS~~.

EACH HUMMOCK SHALL BE CONSTRUCTED OF 2.53 C.Y. TOPSOIL TYPE "A" TO A HEIGHT OF 18-INCHES

A WSDOT HUMMOCK CONSTRUCTION & PLANTING DETAIL

RESTORATION AREA (24,373 SF, 0.56 ACRE)

COMMON NAME	SPECIES (SCIENTIFIC NAME)	WETLAND CLASS	SIZE	ROOTS	Spacing on Center (ft)	QUANTITY
Trees						
Red alder	Alnus rubra	FAC	12-24" HT	#2 cont.	20	40
Sitka spruce	Picea sitchensis	FACW	12-24" HT	#2 cont.	22	8
Black cottonwood	Populus balsamifera spp trichocarpa	FAC	12-24" HT	bare root	33	0
Shrubs						
Pacific willow	Salix lucida	FACW	4-5' HT	stakes	20	100
Red-osier dogwood	Cornus sericea	FACW	12-24" HT	bare root	5	0
Pacific crabapple	Malus fusca	FACW	12-24" HT	bare root	20	8
Nootka rose	Rosa nootkana	FACW	12-24" HT	bare root	4	0
Salmonberry	Rubus spectabilis	FAC	12-24" HT	bare root	4	0
Hooker's willow	Salix hookeriana	FACW	4-5' HT	stakes	4	100

MITIGATION AREA (21,789 SF, 0.50 ACRE)

COMMON NAME	SPECIES (SCIENTIFIC NAME)	WETLAND CLASS	SIZE	ROOTS	QUANTITY*
Trees					
Red Alder	Alnus rubra	FAC	12-24" HT	#2 cont.	70
Sitka spruce	Picea sitchensis	FACW	12-24" HT	#2 cont.	90
Pacific Willow	Salix lucida	FACW	4-5' HT	stakes	90
Shrubs					
Red Osier Dogwood	Cornus sericea	FACW	12-24" HT	bare root	90
Nootka Rose	Rosa nootkana	FACW	12-24" HT	bare root	90
Salmonberry	Rubus spectabilis	FAC	12-24" HT	bare root	90
Hooker's Willow	Salix hookeriana	FACW	4-5' HT	stakes	90

*5 PLANT OF EACH SPECIES PER 10 FOOT DIAMETER HUMMOCK. SEE HUMMOCK DETAIL

SUNMARK'S NATIVE WETLANDS MIX OR SIMILAR (14,715, 0.34 ACRE)

Common Name	Scientific Name	% By Weight	Seeds per Pound of Mix	Pounds of Pure Live Seed per Acre
Meadow barley	Hordeum branchyantherum	35.0	29,750	43.58 pounds of pure live seed per acre
Northwestern manna grass	Glyceria occidentalis	20.0	40,200	
Native red fescue	Festuca rubra rubra	29.0	95,000	
Water foxtail	Alopecurus geniculatus	13.0	64,350	
Common Spikerush	Eleocharis palustris	5.0	81,000	
American Sloughgrass	Beckmannia syzigeachne	4.0	46,800	
Tufted hairgrass	Deschampsia cespitosa	2.5	62,500	
Spike Bentgrass	Agrostis exarata	0.5	19,000	

*SEED TO BE APPLIED TO BARE GROUND BETWEEN HUMMOCKS WITHIN THE MITIGATION AREA

B PLANT SCHEDULES

CLALLAM COUNTY, WASHINGTON
223 EAST 4TH STREET, SUITE 4A
PORT ANGELES, WA 98362

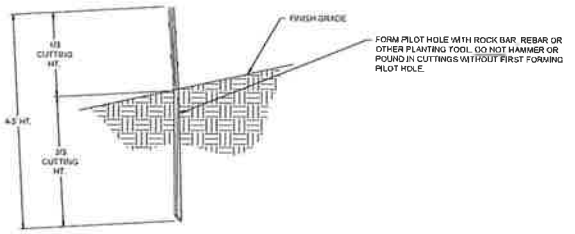
SHANNON & WILSON, INC.
400 NORTH 34TH STREET, SUITE 100
SEATTLE, WA 98103

SUNDROSE, VANCOUVER
LOWER DUNGENESS RIVER LEVEE SETBACK AND RESTORATION & LOWER GRAY ROAD REVETMENT PROJECT

DET-ALS (1 OF 2)

SHEET ID
3

Last Saved by LIM on Oct 22, 2021 11:00 AM File I:\PROJ\1-5\SEA\2020\A2020 SUNDROSE\CAD\... - FINAL_DESIGN\DELIVERABLES\HUMMOCKS\3_100_HUMMOCK_DETAILS.DWG Drawing Version: 8/3/2021 2:16 PM MITIGATION PLAN.dwg

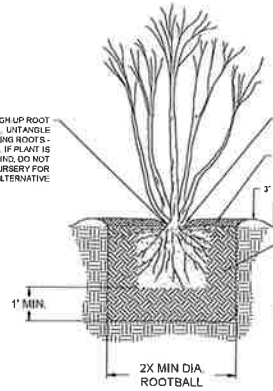


FORM PILOT HOLE WITH ROCK BAR, REBAR OR OTHER PLANTING TOOL. DO NOT HAMMER OR POUND IN CUTTINGS WITHOUT FIRST FORMING PILOT HOLE.

NOTES

1. BASAL END OF LIVE STAKES SHALL BE 1 TO 2 INCHES IN DIAMETER.
2. KEEP LIVE STAKES COVERED, COOL, & MOIST AT ALL TIMES PRIOR TO PLANTING. AT NO TIME SHOULD PLANT MATERIAL BE EXPOSED & ALLOWED TO DRY OUT. LIVE STAKES CAN BE TEMPORARILY STORED IN WATER PRIOR TO INSTALLATION.
3. PRE-DRIVE HOLE USING REBAR BEFORE INSERTING LIVE STAKE CUTTING & TAMP SOIL TO REMOVE AIR POCKETS. LIGHTLY TAP LIVE STAKE A MINIMUM OF ¼ LENGTH BELOW THE GROUND USING A RUBBER MALLET. ENSURE LIVE STAKE CUTTING HAS A MINIMUM OF TWO LIVE BUDS ABOVE GRADE.

C LIVE STAKE INSTALLATION



REMOVE FROM POT & ROUGH-UP ROOT BALL BEFORE INSTALLING. UNTANGLE AND STRAIGHTEN CIRCLING ROOTS - PRUNE IF NECESSARY. IF PLANT IS EXCEPTIONALLY ROOT-BOUND, DO NOT PLANT AND RETURN TO NURSERY FOR AN ACCEPTABLE ALTERNATIVE.

PULL MULCH AWAY FROM BASE OF PLANT

3" MULCH

3" MIN HT. WATER BASIN

FINISH GRADE

REMOVE DEBRIS AND LARGE ROCKS AND BACKFILL WITH NATIVE SOIL IN THE RESTORATION AREA AND WITH TOPSOIL TYPE 'A' IN THE MITIGATION AREA. FIRM UP SOIL AROUND PLANT

NOTES

1. PLANTING PIT SHALL NOT BE LESS THAN (2) TIMES THE WIDTH OF THE ROOT BALL DIA.
2. LOOSEN SIDES AND BOTTOMS OF PLANTING PIT.
3. SOAK PLANTING PIT AFTER PLANTING.

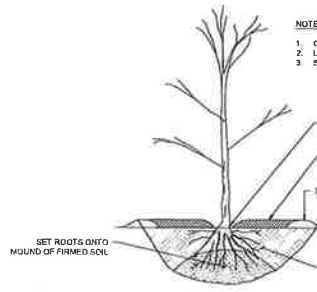
D 1, 2, & 5 GALLON TREE & SHRUB PLANTING

MITIGATION AREA CONSTRUCTION NOTES

1. PRIOR TO CLEARING AND GRADING ACTIVITIES, THE CONTRACTOR SHALL INSTALL ALL EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES AS SHOWN ON SHEET 2 - MITIGATION PLAN.
2. TOPSOIL SHALL BE OBTAINED FROM A CLEAN, OFF-SITE LOCATION AND SHALL BE CERTIFIED WEED FREE. ANY TOPSOIL STOCKPILED FOR PROJECT USE SHALL BE PROTECTED TO PREVENT EROSION AND WEED GROWTH. AFTER TOPSOIL HAS BEEN PLACED TO FORM HUMMOCKS, ALL LARGE CLODS, HARD LUMPS, LITTER, AND ROCKS 2 INCHES IN DIAMETER AND LARGER SHALL BE RAKED UP, REMOVED, AND DISPOSED OF OFFSITE BY THE CONTRACTOR.
3. PROCURE PLANTS AND STORE PROPERLY. PLANTS SHALL CONFORM WITH THE CODE OF STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN. PLANT MATERIAL WILL BE NATIVE TO THE PACIFIC NORTHWEST AND FROM PLANT STOCK GENOMES SFROM WESTERN WASHINGTON. ALL PLANTS SHOULD BE INSTALLED THE SAME DAY THEY ARE DELIVERED TO THE SITE. PLANTS THAT CANNOT BE PLANTED WITHIN ONE DAY AFTER ARRIVAL SHOULD BE 'HEELED-IN' TO THE SOIL IN A SHADED LOCATION FOR PROTECTION AGAINST DRYING. PLANTS SHALL BE INSPECTED BY A QUALIFIED ECOLOGIST PRIOR TO INSTALLATION.
4. PLANT LAYOUT WILL BE DIRECTED AND APPROVED BY THE ONSITE ECOLOGIST.
5. INSTALL PLANTS AND WOODCHIP MULCH AS SHOWN ON PLANS FOLLOWING THE DETAILS FOR CONTAINER-GROWN PLANTS, LIVE STAKES, AND BARE ROOT CONDITIONS. WOOD CHIPS SHALL BE MOVED AWAY FROM PLANT STEMS TO PREVENT STEM ROT.
6. WATER PLANTS THOROUGHLY TO AVOID CAPILLARY STRESS (TYPICALLY, PLANTED AREAS SHOULD BE WATERED WITH APPROXIMATELY 1 INCH OF WATER AFTER PLANTING).
7. IMMEDIATELY AFTER HUMMOCK INSTALLATION AND DECOMPACTION, HYDROSEED EXPOSED SOILS WITHIN THE MITIGATION AREA WITH APPROPRIATE SEED MIX SPECIFIED (SHEET 2) MIXED WITH A TACKIFIER AT A RATIO RECOMMENDED BY THE SEED SUPPLIER. USING A TWO-PASS METHOD, APPLY SEED AND TACKIFIER TO SOIL IN FIRST PASS AND APPLY HYDROMULCH AND TACKIFIER IN SECOND PASS.

MAINTENANCE

1. THE COUNTY WILL BE RESPONSIBLE FOR MAINTAINING ALL PLANTING AREAS FOR THE FIRST THREE YEARS FOLLOWING CONSTRUCTION. MAINTENANCE WILL INCLUDE WEEDING AROUND THE BASE OF INSTALLED PLANTS, REPLACING OR ADDING PLANTS TO MEET SURVIVAL AND COVER REQUIREMENTS, REMOVING ALL CLASSES OF NOXIOUS WEEDS (SEE WASHINGTON STATE NOXIOUS WEED LIST, WAC 16-750-005, -011, AND -015), AND IMPLEMENTING ANY OTHER MEASURES NEEDED TO ENSURE PLANT SURVIVAL. AN ECOLOGIST WILL REVIEW PROPOSED MAINTENANCE.



NOTES

1. CUT OFF BROKEN OR DAMAGED ROOTS
2. LOOSEN SIDES AND BOTTOMS OF PLANTING PIT.
3. SOAK PLANTING PIT AFTER PLANTING

PULL MULCH AWAY FROM BASE OF PLANT

3" MULCH

3" MIN HT. WATER BASIN

FINISH GRADE

SET ROOTS ONTO MOUND OF FIRMED SOIL

REMOVE DEBRIS AND LARGE ROCKS AND BACKFILL WITH NATIVE SOIL IN THE RESTORATION AREA AND WITH TOPSOIL TYPE 'A' IN THE MITIGATION AREA. FIRM UP SOIL AROUND PLANT

E BAREROOT TREE & SHRUB PLANTING

NO.	DATE	DESCRIPTION
1	7/13/21	PRELIMINARY PERMIT SUBMITTAL

DESIGNED BY: LJW
DRAWN BY: LJW
CHECKED BY: LJW
SURVEYED BY: N/A
DATE: 7/13/21
JOB NO.: 19-0

CLALLAM COUNTY, WASHINGTON
223 EAST 4TH STREET, SUITE 10
PORT ANGELES, WA 98362

SHANNON & WILSON, INC.
400 NORTH 34TH STREET, SUITE 100
SEATTLE, WA 98103

SHORELINES, PREVENTION, LIVING SHORELINE PHASE II DESIGN, RESTORATION & DEVELOPMENT PROJECT

DETAILS (2 OF 2)

SHEET ID
4

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2e
6/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date: 6/13/2022**

REGULAR AGENDA ☒ **Meeting Date: 6/21/2022**

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

Item Summary:*

☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance
☒ Contract/Agreement/MOU**
☐ Proclamation
☐ Final Ordinance
Contract # 19925.22.002
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with Port Angeles Baseball in the amount of $60,000 for their Volunteer Field Turf Project. This contract was originally signed earlier this year by the County Administrator, however, the BOCC signature is also required.

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?** ☐

These funds are already allocated in the Hotel/Motel Tax Fund 2022 Budget.

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

Please review and sign.

County Official signature & print name: Debi Cook

Name of Employee/Stakeholder attending meeting: Mark Lane, Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 6/08/2022

PERSONAL SERVICES AGREEMENT

Contract Number: 19925.22.002

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

Name: Port Angeles Baseball

Address: PO Box 2013
Port Angeles, WA 98362

Phone №: 360.461.2191

(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 first day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 14th day of February 2022.

Port Angeles Baseball

Name: Eric Fladstrom

Date: 2/11/ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Rich Sill, County Administrator

Board of Clallam County Commissioners

ATTEST:

Loni Gores, Clerk of the Board

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department
Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the Volunteer Field Turf Project.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of SIXTY THOUSAND DOLLARS ($60,000) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of $60,000 to be paid when the contract is fully executed.

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

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

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

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

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

    (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

    (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

    (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

    In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

    (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

    Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

    Name:

    Title:

    Address:

    Telephone:

    E-mail:

    Fax:

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all

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

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

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state and local statutes, ordinances and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

☐ With each request for payment.

☐ Monthly.

☐ Quarterly.

☐ Semi-annually.

☒ Annually.

☐ Project completion.

☐ Other (specify):

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

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

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

☒ COMPREHENSIVE GENERAL LIABILITY:

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

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

☐ WORKERS COMPENSATION: Statutory amount

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

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

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

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

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

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

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

☐ 4. Other (specify):.

2f
6/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date: 6/13/2022**

REGULAR AGENDA ☒ **Meeting Date: 6/21/2022**

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

Item Summary:*

☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance
☒ Contract/Agreement/MOU**
☐ Proclamation
☐ Final Ordinance
Contract # 19925.22.010
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the Port Angeles Chamber of Commerce in the amount of $60,000 for their Winter Ice Village. This contract was originally signed earlier this year by the County Administrator, however, the BOCC signature is also required.

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?** ☒

These funds are already allocated in the Hotel/Motel Tax Fund 2022 Budget.

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

Please review and sign.

County Official signature & print name: Debi Cook

Name of Employee/Stakeholder attending meeting: Mark Lane, Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 6/08/2022

PERSONAL SERVICES AGREEMENT

Contract Number: 19925.22.010

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

Name: Port Angeles Chamber of Commerce
Address: 121 E Railroad Ave.
Port Angeles, WA 98362
Phone Nº: 360.452.2364

(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 first day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 21st day of Jan, 2022.

Port Angeles Chamber of Commerce

Name: Marc Abshire, Executive Director

Date: January 21, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Rich Sill, County Administrator

Board of Clallam County Commissioners

ATTEST:

Loni Gores, Clerk of the Board

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department
Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for the Port Angeles Winter Ice Village: Ice Rink Equipment & Infrastructure.

COMPENSATION

1. ☒**a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of SIXTY THOUSAND DOLLARS ($60,000) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of $60,000 to be paid when the contract is fully executed.

OR

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

Name/Position	***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

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

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

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

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

    (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

    (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

    (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

    In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

    (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of

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

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

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

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state and local statutes, ordinances and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

☐ With each request for payment.

☐ Monthly.

☐ Quarterly.

☐ Semi-annually.

☒ Annually.

☐ Project completion.

☐ Other (specify):

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

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

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

☒ COMPREHENSIVE GENERAL LIABILITY:		
Bodily injury, including death.	$1,000,000	per occurrence
Property damage	$1,000,000	per occurrence
☐ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail).	$	per occurrence
☐ WORKERS COMPENSATION:	Statutory amount	
☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death	$	per occurrence
Property damage liability	$	per occurrence

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

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

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

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

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

☐ 4. Other (specify):.

AGENDA ITEM SUMMARY

29
6/21/22

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date: 6/13/2022**

REGULAR AGENDA ☒ **Meeting Date: 6/21/2022**

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

Item Summary:*

☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance
☒ Contract/Agreement/MOU**
☐ Proclamation
☐ Final Ordinance
Contract # 19925.22.001
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the Lincoln Park BMX Association in the amount of $100,000 for their Pumptrack Large Scale Infrastructure Project. This contract was originally signed earlier this year by the County Administrator, however, the BOCC signature is also required.

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?** ☐

These funds are already allocated in the Hotel/Motel Tax Fund 2022 Budget.

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

Please review and sign.

County Official signature & print name: Debi Cook

Name of Employee/Stakeholder attending meeting: Mark Lane, Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 6/08/2022

PERSONAL SERVICES AGREEMENT

Contract Number: 19925.22.001

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

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

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A – Scope of Work

☒ Attachment B – Compensation

☒ Attachment C – General Conditions

☒ Attachment D – Special Terms and Conditions

☐ Attachment E – (specify)

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

The term of this Agreement shall commence on the first day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 26th day of January 2022.

Lincoln Park BMX Association

Name: Sean Coleman

Date: January 21, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Rich Sill, County Administrator

Board of Clallam County Commissioners

ATTEST:

Loni Gores, Clerk of the Board

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department
Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the Port Angeles BMX Pumptrack: Large Scale Infrastructure Project.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of ONE HUNDRED THOUSAND DOLLARS ($100,000) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of $100,000 to be paid when the contract is fully executed.

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

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

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

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

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

    (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

    (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

    (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

    In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

    (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of

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

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

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

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state and local statutes, ordinances and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

☐ With each request for payment.

☐ Monthly.

☐ Quarterly.

☐ Semi-annually.

☒ Annually.

☐ Project completion.

☐ Other (specify):

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

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

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

☒ COMPREHENSIVE GENERAL LIABILITY:		
Bodily injury, including death.	$1,000,000	per occurrence
Property damage	$1,000,000	per occurrence
☐ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail).	$	per occurrence
☐ WORKERS COMPENSATION:	Statutory amount	
☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death	$	per occurrence
Property damage liability	$	per occurrence

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

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

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

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

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

☐ 4. Other (specify):.

39
6/21/22

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☐ **Meeting Date:**
REGULAR AGENDA ☒ **Meeting Date:** **6.21.2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

BOCC issued an Invitation to Bid for **McDonald Creek Irrigation and Fish Passage Improvement Project**.

McDonald Creek Irrigation and Fish Passage Improvement will update the irrigation outtake and fish passage facility at the outtake of Agnew Irrigation District.

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?** ☐ **N/A**

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please open and read aloud the submitted bids.

County Official signature & print name: *Cathy Lear for Mary Ellen Winborn*
Cathy Lear for Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Rebbecca Mahan, Cathy Lear

Relevant Departments: DCD

Date submitted: 6.15.2022

49
5/31/22

NOTICE OF INVITATION FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, June 21, 2022, at which time they will be publicly opened and read aloud for the **McDonald Creek Irrigation and Fish Passage Improvement Project.**

The work includes the improvement of irrigation infrastructure along McDonald Creek upstream (south) of the Highway 101 crossing and restoration of approximately 190 feet of the McDonald Creek stream channel to improve fish passage and habitat conditions and ensure reliability of water supply for irrigation. The project will improve water supply to a portion of the Agnew Irrigation District delivery system that is currently served through a diversion on McDonald Creek approximately 450 feet upstream of Highway 101.

Complete drawings and specifications may be obtained from the office of the Clallam County Community Development Department, Courthouse, 223 E. 4th St., Ste. 5, Port Angeles, WA 98362, (360) 417-2277. Questions regarding his project may be directed to Rebecca Mahan at (360) 417-2322.

The sealed bids must be clearly marked on the outside of the envelope, **"BID PROPOSAL for McDonald Creek Irrigation and Fish Passage Improvement Project".** Address bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St., Ste. 4, Port Angeles, WA 98362 or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered, nor will bids received by facsimile or e-mail.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any and all bids and to waive informalities in the process, or to accept the bid which in its estimation best serves the interests of Clallam County.

Clallam County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids 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.

The attached contract drawings, the contract provisions, and specifications for the above-described project are hereby

APPROVED THIS 31 DAY OF May ,2022

CLERK OF THE BOARD CLALLAM COUNTY COMMISSIONERS PORT ANGELES, WA

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, CMC, Clerk of the Board

Please Publish: Peninsula Daily News/Seattle Daily Journal of Commerce — June 3, 10, 17
Please Bill: Clallam County Department of Community Development — June 3, 10, 17

4g
6/21/22

AGENDA ITEM SUMMARY

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

Department: Auditor

WORK SESSION [X] **Meeting Date: 6/13/2022**

REGULAR AGENDA [X] **Meeting Date: 6/21/2022**

Required originals approved and attached?
Will be provided on:

Item summary:

- [ ] Call for Hearing
- [ ] Contract/Agreement/MOU - Contract #
- [X] Resolution
- [ ] Proclamation
- [ ] Budget Item
- [ ] Draft Ordinance
- [ ] Final Ordinance
- [ ] Other

Documents exempt from public disclosure attached: [ ]

Executive summary:
An additional Recording Till is requested to allow a separate till for new employee who works at the Recording Counter so that tills can be kept separate at all times. This enhances security and accountability.

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?)
It is recommended that the BOCC pass and adopt the resolution.

County Official signature & print name: Shoona Riggs

Name of Employee/Stakeholder attending meeting: Shoona Riggs/Karen Wahlsten

Relevant Departments: Auditor

Date submitted: 6/2/2022

RESOLUTION _____, 2022

ESTABLISHING ONE NEW RECORDING TILL IN THE AUDITOR'S OFFICE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. An additional Recording Till is requested to allow a separate till for each employee who works at the Recording Counter so that tills can be kept separate at all times. This enhances security and accountability.

Name	Amount $		Custodian
Recording Till	100.00		Diane Snyder

This till will be held in the Auditor's Office and stored in the locked auditor's vault when not in use.

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

1. To establish a new till for the Auditor's Recording Desk and instruct the Treasurer to issue additional funds in the amount of $100 for the new till.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

4b
6/21/22

AGENDA ITEM SUMMARY

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

Department: District Court 1

WORK SESSION ☒ **Meeting Date: 6/13/2022**

REGULAR AGENDA ☒ **Meeting Date: 6/21/2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Resolution closing the District Court 1 petty cash fund as it is no longer operationally needed.

Budgetary impact:
The $250.00 petty cash will be returned to the Treasurer.

Recommended action:
Recommend approval to close the District Court 1 petty cash fund.

County Official signature & print name: Lisa Hardy Lisa Hardy

Name of Employee/Stakeholder attending meeting: Lisa Hardy, District Court Administrator

Relevant Departments: District Court 1

Date submitted: 6/8/2022

RESOLUTION _____, 2022

CLOSING THE District Court 1 OFFICE PETTY CASH FUND

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The District Court 1 Office has a petty cash fund in the amount of $ 250.00 that is no longer necessary and requests to have this fund terminated.

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

1. Close the District Court 1 Office petty cash fund with the $ 250.00 balance to be returned to the Treasurer.

PASSED AND ADOPTED this 8th day of June, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, Clerk of the Board

_____
Bill Peach

4C
6/21/22

AGENDA ITEM SUMMARY

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

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: June 13, 2022**

REGULAR AGENDA ☒ **Meeting Date: June 21, 2022**

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

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other Grant Application/Commitment Letter/Waiver Request

Documents exempt from public disclosure attached: ☐

Executive summary:

The Sheriff's Office is applying for a grant of $141,080 under the 2023 Marine Law Enforcement Patrol Vessel Replacement Grant. The Grant will be used to replace our aging lake patrol vessel with a new, optimally designed boat that will better serve our mission of furthering recreational boating safety for the residents and tourists who enjoy our waterways. The new boat to be purchased with this grant funding is expected to be manufactured as a sole source by Life Proof Boats out of Bremerton, Washington. We seek BOCC approval of the Grant Application which is required to be signed by the Board along with the attached Grant Commitment Letter and the Request For Waiver of Bid Requirement.

Budgetary impact: ☒ **No Budget Impact** Matching funds required by this grant of approximately $35,275.61 will be funded by accrued Vessel Registration Fees. In addition, $10,201.32 will be expended from VRF for certain boat equipment that the grant does not cover and which does not count as matching funds under the Grant terms.

Recommended action: BOCC approve the Grant Application, the Commitment Letter and the Waiver of Bid Requirement.

County Official signature & print name: WB Benedict Sheriff Bill Benedict

Name of Employee/Stakeholder attending meeting: Chief Criminal Deputy King

Relevant Departments: Sheriff's Office
Date submitted: 06/08/22

Clallam County
Grant Application Information

DEPARTMENT: **Sheriff's Department** DATE SUBMITTED TO W/S: **6/8/22**

GRANT NAME: **2023 Marine Law Enforcement Patrol Vessel Replacement Grant**

APPLICATION DEADLINE: **6/30/22**

ISSUING AGENCY: **Dep't of Homeland Security (through Washington State Parks and Recreation Commission)** IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **Single Purchase/13 months** RENEWAL POSSIBLE? **No**

TOTAL AWARD: **$141,080** ANNUAL AMOUNT: **$141,080**

MATCH REQUIRED? **Yes** MATCH AMOUNT: $**35,275.61 (from Vessel Registration Funds)**

DESCRIPTION OF GRANT AND PURPOSE:
This is an equipment grant for the purchase of a law enforcement patrol boat to replace an aging vessel that is currently the only lake patrol boat of the CCSO's Marine Patrol Unit. The patrol boat will be a sole source purchase from Life Proof Boats which is the sole source manufacturer of this patented collar foam aluminum boat which makes it virtually unsinkable. A sole source letter, the patent details and a waiver for bid request are being submitted as part of the BOCC's approval to go forward with the grant application.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:
The current lake patrol boat is 18 feet in length and its design does not allow for the safe installation and protection of SECTOR enabled computer equipment. As such, our Marine Patrol deputies must spend a significant amount of hours in the office processing these State required records. The proposed replacement boat is designed to have the SECTOR enabled equipment safely secured on the new vessel allowing more on the water patrol hours of the County's lakes and, therefore, more opportunities to interact with, educate and protect the boating public. As part of our boating safety campaigns, we will highlight the purchase of the new patrol boat and display the boat during Clallam County community events as a way to increase public outreach on boat safety and preparedness. Use of the new vessel will further enhance the trust of our dockside lake resident who depend upon our Marine Patrol Unit to protect their families (and especially their children) who are frequent boaters on these lakes.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?
Yes, the mission of the Clallam County Sheriff's Marine Patrol Unit is to promote boater safety through education, robust enforcement of the boating laws and active patrol of all

waterways located in and around Clallam County to best ensure both the safety of our recreational boaters and the security of our U.S.-Canadian border. The Marine Patrol Unit investigates all boating related crimes and boating accidents or incidents that occur on all waterways located in and around Clallam County.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?
This lake patrol boat enhances the ability of the CCSO Marine Patrol Unit to better serve the boating public in the following ways: more patrol hours on the water translates into more opportunities to positively influence the behavior and safety practices of recreational boaters, builds community trust with our dock-side lake residents and most importantly seeks to reduce the number of recreational boating accidents and fatalities in Clallam County.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?
We will track its use in the field as part of the grant requirements.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD.
This patrol boat should have a 20-25 year service life with comparable maintenance and operational costs as the current patrol boat. The capabilities of this vessel may increase the level of service regarding lake patrols.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?
Matching funds of $35,275.61 will come from collected Vessel Registration fees. In addition, $10,201.32 will be expended from VRF for certain boat equipment not covered by the Grant or matching funds. The 11004.811 VRF fund has a balance of $133,135.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?
No impacts on other departments.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?
No new positions will be added.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?
This is a one-time purchase of equipment. The grant requires quarterly reports concerning performance measures of on the water patrol hours and number of safety boat inspections of recreational boaters. These are statistics the CCSO Marine Patrol Unit routinely collects.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?
Yes, this new vessel is replacing an aging boat that will have to be replaced soon with Vessel Registration fee funds or general County funds.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?
No.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?
No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.
No budget changes are necessary.

OTHER COMMENTS

Wil Benedict

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.

Board of Clallam County Commissioners

223 East 4th Street, Suite 4

Port Angeles, WA 98362-3015

360.417.2233 Fax: 360.417.2493

Email: commissioners@co.clallam.wa.us

MARK OZIAS, District 1, Chair

RANDY JOHNSON, District 2

BILL PEACH, District 3

RICH SILL, County Administrator

File:State Recreational Boating Safety Grant – Patrol Vessel Replacement NOFO 2022-1

21 June 2022

LETTER OF COMMITMENT REGARDING APPLICATION OF CLALLAM COUNTY SHERIFF's OFFICE FOR THE MARINE LAW ENFORCEMENT PATROL VESSEL REPLACEMENT, FEDERAL FINANCIAL ASSISTANCE GRANT

Washington State Parks Boating Program
Mr. Matthew M. Stowers
Marine Law Enforcement Coordinator

Dear Mr. Stowers,

Pursuant to the submission requirements under the 2023 Marine Law Enforcement Patrol Vessel Replacement Grant (the "Vessel Replacement Grant"), the Clallam County Board of Commissioners, as the contracting authority, hereby provides this Letter of Commitment to accept the grant funding and the reporting and matching requirements should the Clallam County Sheriff's Office be successful in obtaining the Vessel Replacement Grant.

The mission of the Clallam County Sheriff's Marine Patrol Unit is to promote boater safety through education, robust enforcement of the boating laws and active patrol of all waterways located in and around Clallam County to best ensure both the safety of our recreational boaters and the security of our U.S.-Canadian border. The Marine Patrol Unit investigates all boating related crimes and boating accidents or incidents that occur on all waterways located in and around Clallam County. The Vessel

Replacement Grant would be used to replace the Marine Patrol Unit's aging, sole lake patrol vessel with a new optimally-designed lake patrol boat that will greatly benefit the safety of the recreational boating community (both Clallam County residents and the thousands of tourists who enjoy our waterways every year). A new patrol boat will increase on-the-water patrol hours for our very active recreational lakes thereby increasing the number of boat safety inspections where the Marine Patrol Unit can provide education for the boating public and situational awareness for tourists enjoying our waterways.

The Board of County Commissioners fully supports the grant purchase of the new patrol boat which if the requested grant funding is received will require that the Sheriff's Office utilize additional matching funds of approximately $35,275.61 derived from Vessel Registration fees in order to purchase the new vessel.

We hope you look upon this grant application favorably.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair	Randy Johnson	Bill Peach

WASHINGTON STATE PARKS & RECREATION COMMISSION
BOATING PROGRAM

Marine Law Enforcement Patrol Vessel Replacement, Federal Financial Assistance Grant Application

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Submission Instructions

Please provide the following information about your facility. A complete application package includes this fillable form and several attachments, *See Part VI. Supporting Documents.*

All applications and supporting documents must be mailed via USPS and post marked prior to June 30, 2022 at 5:00 pm Pacific Standard Time.

Return one fully completed application package to:

Washington State Parks Boating Program
Attn: Cheri Peel, Program Coordinator
1111 Israel Road SW
Tumwater, WA 98501-6512

Contact

Applicants may direct questions to the MLE Coordinator at (360) 791-4668, matt.stowers@parks.wa.gov or Cheri Peel at cheri.peel@parks.wa.gov

Part I. Applicant Information

Applicant Legal Name Clallam County Sheriff's Office				
Descriptive Name for this Project CCSO Replacement of Lake Patrol Boat				
Legal Status ☒ Public ☐ Private ☐ Tribal ☐ Other				
Project Manager Name & Title Clallam County Chief Criminal Deputy Brian King				
Project Manager Email brian.king@clallamcountywa.gov		Project Manager Phone # 360 417-2459		
Mailing Address 223 E. 4th St., Suite 12	City Port Angeles	State WA	Zip + 4 98362-3015	County Clallam
Boating Program Address (If different from mailing)	City	State	Zip + 4	
U.S. Congressional District where Project is located WA-6				
WA Legislative District where Project is located	House: District 24	Senate: District 24		
Website (if you have one) https://www.clallam.net/sheriff/				
Federal Employer Identification (FEIN) # 91-6001298	Unique Entity Identifier (UEI if you have one) # JV6JJNELRBS5			
DUNS # 07-573-9235	WA Statewide Vendor Number (if you have one)			
Grant History Describe your organization's history with federal grants. The Clallam County Sheriff's Office has obtained numerous federal grants, including Homeland Security Grants, Port Security Grant, Department of Justice Grants, and WA State Parks and Recreation Commission, Marine Law Enforcement, Federal Financial Assistance Grants.	Has your organization previously received Federal Financial Assistance grant funding? If yes, list most recent grant number (e.g., MLE#): Yes. Most recent federal finance assistance grant was MLE # 123-144. (3/17/2022)			
	Has your organization ever managed another federal subrecipient (pass-through) grant, other than a recreational boating grant, before? If yes, please explain the types of grants and the funding source. Yes, JAG OPNET Grant funding by US Department of Justice with Washington State Commerce Department as the pass-through agency.			

Part II. Application Type

The MLE Program is offering a onetime only Federal Assistance Grant opportunity for the purchase of a marine law enforcement patrol vessel.

Equipment to be Purchased

Indicate the type and units of equipment to be purchased as part of this project:

☒ **Marine Law Enforcement Patrol Vessel**	# 1

Project Narrative

The following criteria are used to evaluate applications. A total of 100 points can be awarded. Applications will be reviewed, scored, and ranked against other applications competing for funds in the boating programs Marine Law Enforcement Patrol Vessel Replacement Grant. Scores are based on your responses to the evaluation questions, graphics, pictures, and maps provided in your application. **Insert your answers into the textbox beneath each category. Number your responses to each question (i.e., 1a, 1b, etc.).**

Category	Evaluation Criteria	Max. Points
1) Public Need – Explain how your project addresses a public need for a new marine law enforcement vessel	**a.** Is your project in an area with high recreational boat traffic? **b.** Is your project in an area where recreational boats congregate for extended periods of time (e.g., small lakes, popular fishing areas)? **c.** Is your project in an area with high volumes of recreational boating accidents or incidents? **d.** Have current patrol vessels reached their life expectancy or require extensive maintenance? List year of manufacture. **e.** Additional fleet age? **f.** How will your project contribute to the USCG and Washington State Parks recreational boating safety mission? **Point Range: 0-30 points**	**20**

Recreational Boating Safety Need Narrative:

The Clallam County Sheriff's Office (CCSO) Marine Patrol Unit has a critical need to replace an aging 37 year old mission-undersized vessel -- our only lake patrol boat that has for nearly two decades served our deputies in their efforts to educate recreational boaters, conduct boat inspections to promote boating safety, provide rescue operations when needed and enforce the boating laws on the county's popular recreational lakes. We are requesting grant funding of $141,080 to purchase a new lake patrol boat from Life Proof Boats optimally designed to better serve the present and future needs of our recreational boating community.

The CCSO Marine Patrol Unit is a Washington State Parks approved marine law enforcement program comprised of eight members who have all completed the Basic Marine Law Enforcement (BMLE) Academy and are all certified Recreational Boating Safety officers. Two of the CCSO Marine Patrol Unit members are supervisors. The CCSO Marine Patrol Unit intends to add two more deputies in 2022 once they complete the BMLE course.

The mission of the Clallam County Sheriff's Marine Patrol Unit is to promote boater safety through education, robust enforcement of the boating laws and active patrol of all waterways located in and around Clallam County to best ensure both the safety of our recreational boaters and the security of our U.S.-Canadian border. The Marine Patrol Unit investigates all boating related crimes and boating accidents or incidents that occur on all waterways located in and around Clallam County. Our Marine Patrol Unit also conducts security/intelligence gathering patrols with the United States Border Patrol (USBP) along the Straits of Juan De Fuca, participates in search and rescue operations with neighboring agencies through comprehensive mutual assistance agreements, including assisting the National Park Service on Lake Crescent, and last year we assisted the FBI and USBP with a drug seizure investigation near Clallam Bay where it was suspected that an abandoned recreational vessel was used as part of a drug smuggling operation. The drugs seized (methamphetamine and fentanyl) had a street

value of approximately seven million dollars.

The Clallam County Sheriff's Office is proud to have the most efficient Marine Patrol Boat Unit out of the fifty Marine Law Enforcement Boat Units conducting patrols in Washington State as measured by the seven year performance metric of vessel patrol on-the-water hours and boat inspections completed (data released by Washington State Parks on 3/1/2022). During the 2015-2021 performance period, the Clallam County Marine Patrol Unit conducted 3,383 boat inspections during 1,310.65 patrol hours for the highest inspections per patrol hour rate of 2.58. In contrast, 57% of the other law enforcement marine patrol units in Washington State performed less than one inspection per patrol hour during this seven year performance period.

The Clallam County Marine Patrol Unit currently has in place an active public relations campaign year round promoting recreational boating safety and situational awareness of our waterways and the weather changes that can quickly impact boating conditions. The CCSO Marine Patrol Unit participates in many Safety Campaigns through Washington State Parks including but not limited to "Spring Aboard", "Paddle Safe Week" and "Operation Dry Water" which consists of heightened boat patrols (and a widely distributed press release concerning these patrols) to detect boaters under the influence of alcohol and/or drugs. The CCSO Marine Patrol Unit reaches out to the public through social media, local radio and our local newspapers to emphasize boat safety awareness and preparedness. We use the NextDoor website to inform our local residents about boating safety campaigns and activity on our waterways. The NextDoor platform reaches 13,631 households in Clallam County and 18,451 Clallam County residents – 24% of our county population of 77,000.

To provide these essential services to our community and out-of-state tourists who come to our county to enjoy recreational fishing, paddling, swimming, wakeboarding, sailing, and motor boating, the CCSO Marine Patrol Unit deploys two motorized patrol boats: the 2011 Lee Shore Protector and a 1985 Boston Whaler Outrage. The Boston Whaler typically patrols two recreational boat traffic locations: Lake Sutherland and Lake Pleasant, while the Lee Shore Protector patrols the coastal waterways of the Strait of Juan De Fuca and the Pacific Ocean.

The Boston Whaler is 37 years old, has reached her end of service life and needs to be replaced. Her engine was overhauled and she was retrofitted at a cost of $28,000 in 2008. This fourteen year old engine is now outdated and a replacement engine will cost more than 30% of an entire replacement vessel.

Over the last several years, the Clallam County Marine Patrol has had to significantly reduce its on water patrol hours (and its ability to perform recreational boat inspections and boater education on Lake Sutherland and Lake Pleasant) because of the maintenance service requirements of its aging Boston Whaler. Further, the Boston Whaler is 18 feet in length and its design does not allow for the safe installation and protection of SECTOR enabled computer equipment. As such, our Marine Patrol deputies must spend a significant amount of hours in the office processing these records. The proposed replacement boat is designed to have the SECTOR enabled equipment safely secured on the new vessel allowing more on the water patrol hours of the County's lakes and, therefore, more opportunities to interact with, educate and protect the boating public.

It has been our experience that the boating community most at risk on the Clallam County waterways are individuals who do not reside in Clallam County, are not familiar with the water depth and sudden weather changes that occur on the Olympic Peninsula and who may not know about the County's special boating rules that apply on Lake Sutherland and Lake Pleasant. We believe the most effective way to conduct and influence this segment of recreational boaters is with on the water patrols, safety inspections and educational and situational awareness opportunities through the use of these safety inspections. More patrol hours on the water

translates into more opportunities to positively influence the behavior and safety practices of recreational boaters, builds community trust with our dock-side lake residents and most importantly seeks to reduce the number of recreational boating accidents and fatalities in Clallam County.

As detailed below in responding to questions a-f, our public need for this replacement vessel is based on a number of compelling factors:

- The new patrol boat will increase on-the-water patrol hours for our very active recreational lakes thereby increasing the number of boat safety inspections where we can provide education for the boating public and situational awareness for tourists enjoying our waterways;
- As part of our boating safety campaigns, we will highlight the purchase of the new patrol boat and display the boat during Clallam County community events as a way to increase public outreach on boat safety and preparedness;
- Use of the new vessel will further enhance the trust of our dockside lake residents who depend upon our Marine Patrol Unit to protect their families (and especially their children) who are frequent boaters on these lakes.
- The Life Proof replacement boat is designed to better meet the essential recreational boating safety missions of our Marine Patrol Unit.

Response to Question 1a.: The Life Proof replacement boat will patrol Lake Sutherland which has high recreational boat traffic. Lake Sutherland is located in the Elwha River watershed approximately ten miles southwest of Port Angeles in Clallam County. Lake Sutherland is home to more than 300 dock-side property owners, many who have motorized boats, kayaks, canoes, pontoons, paddle boats and boards. Lake Sutherland is also a well-known and popular fishing destination for anglers who reside in and out of our county. The lake has a surface area of 370 acres, shoreline length of 7.9 km and a mean depth of 17.4 m with a maximum depth of 26.2 m. Lake Sutherland is a popular fishery for resident cutthroat and rainbow trout and kokanee.

Based upon a 2020 Washington Department of Fish and Wildlife survey of Lake Sutherland, there are approximately 2,200 boat anglers during a given fishing season on Lake Sutherland. See Washington Department of Fish and Wildlife, Brief Summary of the Exploratory Warmwater Survey of Lake Sutherland, Clallam County, 2020-2021 (the "WDFW Lake Sutherland Survey"). The WDFW Lake Sutherland Survey was conducted for twelve days during April 25, 2020 to May 21, 2020 before the peak recreational boating season and consisted of interviews of 141 individual boat anglers (11.75 boat anglers per day). The average length of the boating experience of these anglers on Lake Sutherland was 3 hours and 26 minutes. Extrapolating from the WFW Lake Sutherland Survey results, we estimate that during the 190 days of the fishing season on Lake Sutherland, there are approximately 2,200 boat anglers present on the lake. In addition to boat anglers, Lake Sutherland attracts numerous wakeboaters, wakesurfers, wakeboarders, jet skiers, canoers, kayakers, paddle boaters and paddle boarders.

The new Life Proof patrol boat would also operate on Lake Pleasant which has about 25% of Lake Sutherland's recreational boat traffic, but is still visited by many anglers with motorized boats, canoers, kayakers and paddle boarders. Lake Pleasant is a 492 acre lake located off the county's main transportation road Highway 101 in Beaver. The lake is adjacent to Lake Pleasant Community Beach County Park which lures thousands of visitors per year with the opportunity to fish, swim, boat and picnic with beautiful mountain vistas. Lake Pleasant has approximately 65 lake-side residences with 45 built docks. Fishing for coastal cutthroat trout and kokanee is

available year round on Lake Pleasant.

Due in part to the popularity of these two lakes, Clallam County has enacted special rules regarding vessel operations while on these two lakes. See Clallam County Chapter 15.04.130 entitled "Special rules – Lake Sutherland and Lake Pleasant." These special rules address mooring of vessels, speed and distance restrictions, and the distance of regulatory buoys on these two lakes. The Clallam County Sheriff's Marine Patrol Unit enforces these special rules in addition to all of the other boating laws.

Response to Question 1b.: Lake Sutherland is a popular fishing area for both the more than 300 dock-side residents on the lake and the thousands of out-of-county anglers, kayakers and wakeboarders who congregate for extended periods of time during the late spring, summer and fall. According to the WDFW Lake Sutherland Survey, the average length that boating anglers stay on the lake is 3 hours and 26 minutes. Based upon the CCSO Marine Patrol observations, Lake Pleasant is also a popular fishing destination where boaters congregate for extended periods of time.

Response to Question 1c.: Based upon Washington State Parks data during the seven-year period from 2015-2021, Clallam County experienced eight fatalities, ten injuries and two disappearances relating to recreational boating accidents. To put these figures in perspective, the number of boat fatalities in Clallam County during 2015-2021 was greater than all other reported locations in Washington State, except for the highly populated King County (12 fatalities), Snohomish County (13 fatalities), and Grant County (10 fatalities).

In July 15, 2017, a 61 year old non-resident drowned in Lake Sutherland. His body was recovered several days later at a depth of 85 feet. In July 2020, the CCSO Marine Patrol Unit investigated seven boating accidents; one accident involving a fatality and another with critical, life-threatening injuries. The fatality and serious injury boating accidents were both kayaking at the time of the accident. The CCSO Marine Patrol Unit has also assisted in three Search and Rescue efforts since 2019; two of which were to assist the National Parks Service at Lake Crescent.

In contrast, based upon the most recent US Coast Guard published data (the 2020 Recreational Boating Statistics), between 2016-2020, Washington State experienced one hundred and nine deaths from a total of five hundred and twenty-one accidents. In 2018, 2019 and 2020, respectively, Washington State experienced twenty-one deaths, twenty-seven deaths and twenty-eight deaths relating to recreational boating accidents. In 2020, Washington State was the sixth highest state in the United States (tied with New York State) in the category of most recreational boating fatalities.

Nationally, the US Coast Guard reported 767 fatalities in 2020 with 75% of the fatal boating accidents involving drowning. Eighty-six percent of those who drowned during a boating accident in 2020 did not have a life jacket. Seventy-seven percent of the boating fatalities in 2020 occurred on boats in the US where the operator did not receive boating safety instruction.

Every death and every injury is one too many. We must strive to reach the recreational boaters who have not been educated and convince them that life jackets must be worn and emergency equipment be available on every boat for their families and their own well-being.

The upward trend of boating accidents in Clallam County and Washington State as a whole, illustrate the critical importance of the CCSO Marine Patrol Unit as an invaluable resource for the citizens of Clallam County and the thousands of visitors who seek a fun, safe boating experience with their families on our waterways. In 2020, our Marine Patrol Deputies inspected 301 recreational boaters with 107 of them violating basic safety equipment

requirements for their vessel and/or persons aboard their vessel. Our Deputies took the time to educate each of these boaters and passengers on the basic required safety equipment in an attempt to gain voluntary compliance.

Response to Question 1d.: The 1985 Boston Whaler lake patrol boat has exceeded its life expectancy of 20 to 30 years. Before the CCSO Marine Patrol Unit purchased the Lee Shore Protector in 2011, the Boston Whaler was our only patrol boat and was deployed in both harsh ocean conditions and freshwater environments. The parts for this vintage boat are hard to come by and are very expensive.

Response to Question 1e.: CCSO currently has two patrol boats: the 1985 Boston Whaler Outrage (18 ft. length, 150 hp) and the 2011 Lee Shore Swiftsilver Protector (26 ft. length, 350 hp) which was acquired through a federal grant.

Response to Question 1f.: The laudable mission of the Washington State Parks Recreational Boating Safety Program is to "help ensure the public has a safe, secure, and enjoyable recreational boating experience by implementing programs that minimize the loss of life, personal injury and property damage while cooperating with environmental efforts." See Washington State Parks website. Similarly, the USCG's mission through the National Recreational Boating Safety Program is to "ensure the public has a safe, secure, and enjoyable recreational boating experience by implementing programs designed to minimize the loss of life, personal injury and property damage, while cooperating with environmental and national security efforts." See National Recreational Boating Safety (RBS) Program, 2017-2021 Strategic Plan at pg. 4. Recognizing that most members of the boating public practices safe boating behaviors, the RBS Strategic Plan identifies the existence of certain gaps in individual preparedness and situational awareness and sets three major priorities in order to "advance the culture shift toward even safer recreational boat operator behavior:

1) Cultivate a boating public that is better prepared to engage in safer boating behaviors,
2) Make better informed policy decisions by building and using highly-integrated systems to gather and evaluate data from many sources, and
3) Nurture collaborative efforts among the stakeholders that benefit the boating public within the recreational boating safety community." RBS Strategic Plan at pg. 4.

As described below, the purchase of the new lake patrol boats embraces these three priorities to cultivate safer boating behaviors and practices and further meets the USCG's financial assistance priorities of "creating a safe recreational boating environment" and "restoring trust with local communities" with an emphasis of promoting youth awareness and engagement in recreational boat safety:

- **Utilize The New Patrol Boat For Public Outreach During Clallam County Community Events** - The new patrol boat will be used during our local fishing derbies, and will be displayed at the following community events that provide an opportunity to provide safety/educational materials to boaters at well attended community gatherings: the City of Port Angeles Home Show (in March), the Clallam Kidsfest Fair (in March), the City of Sequim Home Show (April), Port of Port Angeles Armed Forces/Public Safety/Airport Day (May), Lavender Festival (July), the Clallam County Fair (August) and the City of Sequim Safety Fair sponsored by Home Depot (Oct.).

- **Promote A New Localized Boat Safety Campaign** - By performing this grant application process, we have identified a new localized public outreach program partnering with the County's Department of

Community Development and the Marine Resource Council which we intend to implement next year called the "Clean Our Lakes/Enjoy Safe Boating" campaign. This project combines conservation of our waterways with learning about boat safety. It reaches out to adults and children to assist in cleaning up our lakes. After the cleanup, the CCSO Marine Patrol Unit will provide a safe boating presentation and swag for the children such as whistles, stickers and t-shirt iron-ons promoting boating safety.

- **Have a Lake Patrol Boat That is Better Designed to Assist in Rescue Operations And That Will Increase On-the-Water Patrol Hours/Safety Boat Inspections** – The new Life Proof boat has a patented collar system which makes the vessel virtually unsinkable, has self-bailing decks, has a 5086 H32 Grade Aluminum welded body which is much more durable than other aluminum welded platforms that use 5052 alloy aluminum, is built with a performance fin which allows the boat to stay flat in the corners and greatly reduces heal, has a bow door to aid rescue operations (allowing divers to easily deploy and return with survivors), and at 21 feet in length, it allows the placement of SECTOR enabled computer equipment so that deputies can stay out on the water longer and conduct more boat safety inspections.
- **Strengthen Neighborhood Relations With Our Lake Communities** - This new patrol boat will further assist the Marine Patrol Unit in improving its dialogue with the dock-side residents of both Lake Sutherland and Lake Pleasant. We strive to be responsive to our communities' needs and safety concerns. With respect to Lake Sutherland, in late 2020, a number of Lake Sutherland residents expressed concern over the activity of large wake boats generating energy waves on the shoreline of the lake, potentially causing safety issues for children standing on docks, individuals on small human propelled boats and paddle boarders. Other residents complained of shoreline soil erosion and dock damage. The Clallam County Board of Commissioners held a Working Session on October 19, 2020 to discuss the wake boat activity and the next day at a regular board meeting three hours of public comment was received (both pro and con relating to the wake boats). In 2021, with assistance from the CCSO Marine Patrol Unit, the Board of Commissioners and a local mediator, meetings were conducted with Lake Sutherland residents and others who boat on Lake Sutherland in an attempt to resolve these concerns. Outcomes from this mediation was a request for increased law enforcement presence on Lake Sutherland, more signage, and literature in vacation rentals and assuring that buoys are visible to all boaters to preserve "no wake zones" located 100 feet from shore. The purchase of the new Life Proof boat will facilitate increased law enforcement presence on Lake Sutherland. The CCSO Marine Patrol Unit has already placed the signage and installed pamphlet boxes near the public boat launch on Lake Sutherland.
- **Enhance Esprit De Corps in the CCSO Marine Patrol Unit** – a new vessel, like a new tactical vehicle, provides a source of pride, cohesion and camaraderie that promotes mission success.

2) Public Benefit – Describe how your project will result in measurable benefits for the recreational	**a.** List the times the new vessel will be utilized for marine law enforcement patrols (e.g., operating hours, days, months). **b.** What is the expected use of your proposed new patrol vessel (e.g., how many boats will your project contact per patrol day or week, how many inspections will be conducted from the patrol vessel)? Explain how you arrived at this estimate? **c.** Provide a description of the type of recreational boats you anticipate	**20**

boating community?	serving with your project and the percentage of each identified recreational boating type (e.g., recreational boater, recreational fishermen/waterfowl hunters, human powered vessels). Explain how you arrived at this estimate? **Point Range: 0-25 points**	

Recreational Boating Safety Benefit Narrative:

Response to Question 2a.: The Clallam County Marine Patrol Unit will operate the new replacement boat for marine law enforcement patrols every Friday (8 hour shift) and Saturday (12 hour shift) and on certain Thursdays (8 hour shifts) from the end of April to October 31. Unlike many other marine patrol units, the CCSO Marine Patrol Unit is not facing staff shortages regarding their boat patrols. To the contrary, we are adding two new boat patrol deputies in 2022. We would like to have these new patrol deputies utilize an optimally designed patrol boat.

Response to Question 2b.: We anticipate that our Marine Patrol deputies aboard the new replacement boat will have 20% more on-the-water patrol hours which will increase our boat inspection numbers incrementally. Based upon our 2.58 boat inspection per patrol hour (our seven performance metric), this will translate to 4 to 5 additional boat inspections per day. This will give us the ability to make contact with approximately 15-20 boats per day on Lake Sutherland patrols and approximately 7-10 boats per day on Lake Pleasant patrols (this estimate accounts for less boat traffic availability on this lake).

Response to Question 2c.: Based upon the experience of the CCSO Marine Patrol Unit and the Vessel Registration data of recreational boats registered in Clallam County, we estimate that the new lake patrol boat will conduct inspections and provide assistance to the following recreational boats: recreational fishing boats (50%); recreational motorized boats (35%); human powered boats (10%); wake boats with wake surfers/wake boarders (5%).

3) Cost Benefit – Describe how your project will be implemented to provide the greatest cost benefit ratio.	**a.** If the work in this project is part of a larger undertaking with other components and funding, present a brief overview of the larger project and the role MLE grant funding will play. **b.** Explain how the project or implementation of the project shows a reasonable and justifiable use of federal grant funds. **c.** Explain the cost benefit of your project (i.e., how much money you are requesting vs. how many boats you anticipate serving per year)? **d.** Do you plan to station the vessel near areas of operation or will it be centralized? If centralized, please list the shortest and longest response times to your area of responsibilities. **e.** How will you meet the required match amount? **Point Range: 0-25 points**	**20**

Cost Benefit Narrative:

Response to Question 3a.: As part of this boat replacement project, we anticipate expending an additional $10,000 of our budget on increased on-the-water patrol hours on Lake Sutherland.

Response to Question 3b.: Our current lake patrol boat is beyond its useful life, is expensive to maintain and is not optimally designed for on-the-water patrols and search and rescue operations. Clallam County has recreational lakes where thousands of recreational boaters frequent and we need to have a patrol boat that can

provide our deputies with the optimum capability of reaching the boating public, promoting safety through robust boat safety inspections and conducting search and rescue operations when minutes count to save lives. We do not have sufficient vessel registration funds to purchase a new replacement boat. Unlike many Marine Patrol Units in Washington State, we do not have a staff shortage of marine patrol deputies, we simply do not have sufficient funds to replace our only lake patrol boat that has exceeded its useful life.

Response to Question 3c.: CCSO Marine Patrol Unit is requesting $141,080 to enable it to purchase a new Life Proof patrol boat that will last for 25 to 30 years. We believe the use of this replacement vessel will increase our efficiency by 20% as measured by patrol hours/boat safety inspections. We anticipate that this new replacement boat will conduct over 400 boating inspections per year and likely be used in at least one search and rescue operation per year.

Response to Question 3d.: The new Life Proof boat will be housed in a large secure metal building located in Sequim. The shortest response time to Lake Sutherland would be 53 minutes. The longest response time to Lake Pleasant would be 1 hour and 30 minutes.

Response to Question 3e.: Clallam County matching funds of $35,275.61 will be meet from a disbursement of fees collected by Clallam County for vessel registration. Currently, Clallam County has approximately $133,134 in its Vehicle Registration Fee (VRF) account which is used to pay for patrol hours, maintenance and operations of the CCSO two boat patrol vessels, equipment purchases and costs associated with public outreach on recreational boating safety. In addition to the matching funds, the cost of the blue emergency lights, sirens and boat trailer of $10,201.32 will be paid out of the VRF account. A SECTOR enabled computer laptop is equipment that CCSO Marine Patrol already has and will be installed in the new Life Proof boat. Communications equipment in the Boston Whaler will be transferred to the new patrol boat.

The Clallam County Board of Commissioners approved the disbursement of $45,476.93 from the VRF account on June 21, 2022, when they voted to allow the CCSO Marine Patrol Unit to apply for this grant funding.

4) Partnerships and Project Support – Describe monetary and non-monetary support secured to help implement your project.	**a.** Describe support you have from your agency to implement this project (e.g., matching dollars, patrol commitments, community support)? **b.** List all organizations and agencies partnering with you on the project. Partnerships are groups or individuals providing financial assistance to the project as grants, cash, donated labor, goods, or materials. Include a contact person, address, phone number and their contribution to the project. Letters of support are required to verify financial support. See *Part VI. Supporting Documents.* **c.** Is there known opposition to your project? Explain. **Point Range: 0-20 points**	**20**

Partnerships and Project Support Narrative:

Response to Question 4a.: The Clallam County Board of Commissioners fully supports this project. See Letter of Commitment attached. On June 21, 2022, the Board approved at a regular public meeting the grant application and the disbursement of $45,476.93 from the VRF account to pay for the grant match, the boat trailer, the blue emergency lights and sirens not covered by the grant. Clallam County Sheriff Bill Benedict fully supports this project. See Letter of Commitment attached. The Lake Sutherland community supports this project because it will provide increased law enforcement presence on Lake Sutherland, which residents have indicated they want to see. See Mediation Packet attached. Our partner Coastal Farm and Ranch supports this project. Coastal participates with the CCSO Marine Patrol Unit in a program to provide free life jackets to local residents who may not be able to afford this safety item, but wishes to safely enjoy the recreational waterways of our county.

Response to Question 4b.: Clallam County Chief Criminal Deputy Brian King reached out to both the City of Sequim and Port Angeles Police Departments to seek partnership funding for the purchase of the new patrol boat. Both City Police Departments indicated that they had no budget monies to deploy for this project and that they would rely on current mutual aid resources for assistance in their jurisdiction which has a small maritime footprint – those resources are the US Coast Guard and the CCSO Marine Patrol Unit.

Response to Question 4c.: There is no opposition to purchasing a new replacement lake patrol boat in our community. Instead, our lake community expects and requires law enforcement presence on our recreational lakes. The CCSO Marine Patrol Unit strives to keep waterways in Clallam County safe by offering educational outreach to the community and performing safety inspections with recreational boaters. Through this effort, it is the goal of the CCSO Marine Patrol Unit to limit serious injuries or death to recreational boaters while they enjoy Clallam County's waterways.

5) Program Monitoring and Evaluation – Describe how you will monitor and evaluate the success of the proposed program.	**a.** Describe tactics to be used to measure and evaluate the state program objectives. **b.** Describe tactics to be used to measure and evaluate the effectiveness of the project **c.** Describe how you will measure. **d.** Describe what you will measure. **Point Range: 0-20 points**	**10**

Program Monitoring and Evaluation Narrative:

Response to Question 5a: The CCSO Marine Patrol Unit uses objective, measurable evidence to assess the success of our marine patrol program, especially our boat safety and our search and rescue operations. We employ situational awareness by monitoring national, state and Clallam County metrics, look at the performance metrics of our fellow marine patrol units in Washington State, talk to our community residents and quickly respond to issues relating to boat safety in our county. One of the performance metrics that we emphasize is number of on-the-water patrol hours in relation to the number of boat safety inspections conducted. Our focus

on this performance measure emphasizes that the best way to positively influence boating behavior is to communicate to the recreational boaters while on the water. Another metric that we focus on is how many local residents we are reaching with our social media campaigns and public outreach community events. By proactively assessing our performance and public outreach efforts, we strive to best understand how to create a safe recreational boating environment in our county and enhance our trust with our local communities and the federal, state and local agencies that we partner with in keeping the boating public educated, safe and informed. Information about new safety technologies like engine cutoff switches, personal locator beacons and LED recue lights that can reduce boating fatalities are part of the message we provide to our community on social media outlets and community gatherings.

Response to Question 5b.: We will assess the effectiveness of the purchase of the new replacement patrol boat in several ways: increase in on-water patrol hours, increase in number of recreational safety boat inspections at Lake Sutherland and Lake Pleasant, higher on-water patrol/ boat inspection ratio, decrease in boating accidents and fatalities and property damage complaints relating to shoreline lakes.

Response to Question 5c.: The CCSO Marine Patrol Unit receives performance metric statistics from Washington State Parks. We keep our own metrics regarding on-the-water patrol hours and boating safety inspections, our social media engagements and our community event turnouts.

Response to Question 5d.: We will measure (and currently do measure) the following performance indicators:

- Hours spent patrolling waterways
- Number of recreational boat safety inspections completed
- Statistical tracking and review of boating safety incidents, injuries, and property damage in Clallam County.
- Year to year comparison analysis of safety training programs and their content.

Total Possible Points	**100**

Timeline & Approach

Describe the overall approach to who, what, where, when and how of the actions your project will require. Be as specific, measurable and time bound as possible. It is helpful to provide a list of key milestones (e.g., official quotes, match commitment letter, agency head commitment letter, delivery timeline, invoicing deadlines, etc.). A bulleted list is acceptable for this section. Be sure to address:

- Your target date to start the project
- Your target date to complete the project
- What week(s) or month(s) purchases and construction will occur
- Expected delivery date of the new vessel
- When do you anticipate securing a quote

Timeline & Approach

On June 21, 2022, the Clallam County Board of Commissioners approved a Waiver of Bids Requirement finding that the new patrol boat manufactured by Life Proof Boats, which Clallam County Sheriff's Office would purchase if it is successful under the Vessel Replacement Grant, constitutes a sole source item not requiring a public bid process. According, we already have a quote in place. Assuming the Vessel Replacement Grant is obtained the first week of October of 2022 (the target date to start the project), the Clallam County Sheriff's Office would plan to submit both the grant agreement and a purchase agreement from Life Proof Boats to the Clallam County Board of Commissioners for approval by November 1, 2022. The new patrol boat would be delivered no later than the first week of October 2023 (the target date to complete the project). Construction of the new patrol boat would occur from January 2023 until September 2023. The Clallam County Sheriff's Office would seek reimbursement using Form A-19 by the third week in October 2023. Performance Reports, Quarterly Technical Reports and Significant Development Reports will all be timely submitted.

Part IV. Budget Narrative

Include a description of all costs being requested as grant funds. Explain and justify all requested budget items and costs. Demonstrate a clear connection between costs and the proposed project activities. Describe resources used to develop cost estimates for the project.

Marine Law Enforcement Patrol Vessel Replacement, Federal Financial Assistance Grant budget worksheet must be attached upon submission.

Budget Narrative

The cost estimates have been derived from a quote received by Life Proof Boats, attached hereto. Grant funds would pay for the 21TTOP – 102 Life Proof Boat, including the aluminum welded hull, foam collar, single Suzuki 250 hp outboard 30" engine (and installation), drop bow, raw water washdown, gyro stabilized trim kit, battery charger, canvas enclosure, extended rooftop aft, integration of tall gun locker to Bolster, Garmin 18XHD Radar, Garmin Chartplotter. The Grant funds will **not** be used to purchase the boat trailer, SECTOR enabled laptop equipment, radio equipment (which will be taken directly from the Boston Whaler), the law enforcement package and the extreme lighting package which include blue emergency lighting, GFE Radio install, hailer and sirens. These items will be paid for by Clallam County through its Vessel Registration fees of approximately $10,201.32.

The government discounted base price for the Life Proof boat is $115,165. The Suzuki 250hp engine adds $27,729.65 to the base price for a total of $142,894.65. Certain packages were added to extend the life of the boat: raw water washdown, gyro stabilized trim kit, canvas enclosures and a drop bow door was added so that divers can easily be deployed and return to the boat (with survivors) during rescue operations. There were additional modifications: the seats will be removed, lettering will be placed on the collar of the boat and the rooftop will be extended and a gun locker installed. These additional packages/modifications brought the total to $154,089.66. The vendor informed us that since we will not contract with them until October of this year, that we should add another 5% to the purchase price. We also added the sales tax of 9% (2.5 % City of Bremerton + 6.5% WA State). This brought the total purchase price subject to grant funding to $176,355.61. We calculated that Grant funds of $141,080 would be requested and matching funds of 25% of the proposed grant amount (i.e., $35,275.61) would be made by Clallam County from Vessel Registration fees.

Part V. Application Certification

In submitting this application for Washington State Marine Law Enforcement Federal Financial Assistance Grant funds, I am aware that the grant, if approved, will be paid on a reimbursement basis and only after the project is fully complete and accepted as such by Washington State Parks and Recreation Commission (Washington State Parks).

I agree to furnish the initial funding to complete the entire project identified in this application. I hereby certify availability of the necessary matching contributions through project expenditures, in-kind services, or volunteer contributions.

I am aware this document is a grant application only and does not authorize expenditure of funds. A completely executed grant must be approved by Washington State Parks before any expenditure is incurred. The grant agreement may be cancelled at any time by Washington State Parks should grant funds no longer be available.

I certify that, to the best of my knowledge, the information contained in this application is true and correct.

Signature of Authorized Representative	Date
Print Name Mark Ozias	**Title** Chair of the Clallam County Board of County Commissioners

WASHINGTON STATE PARKS & RECREATION COMMISSION
Boating Program

MARINE LAW ENFORCEMENT PATROL VESSEL REPLACEMENT GRANT BUDGET WORKSHEET

Select/check all that apply

Cost Category	Task or Vendor Name	Grant Funds Requested	Matching Contribution	Total Cost
Personnel & Salaries	Administration/ Coordination*	$ -	$ -	$ -
		$ -	$ -	$ -
Equipment	Life Proof Boat (including sales tax	$ 141,080.00	$ 35,275.61	$ 176,355.61
	of 9%)	$ -	$ -	$ -
	Emergency lights/Sirens	$ -	$ -	$ 5,983.69*
	SECTOR enabled equipment	$ -	$ -	$ -
Supplies		$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
Contractual		$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
Other	Trailer for new boat	$ -	$ -	$ 4,217.63*
		$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
Totals		**$ 141,080.00**	**$ 35,275.61**	**$ 186,556.93**
Percent of Total Project Cost		***76%***	***19%***	***95%***

* Paid by CCSO per Vessel Registration fees

Cost Category Descriptions
Personnel & Salaries - Includes salaries for in-house labor to perform activities outlined in scope of work (e.g. installation labor, electrical, painting, etc.) or in-house labor to complete the vessel preparation. ***Administration/ Project Coordination costs may not exceed 10% of total project cost.**
Equipment - Includes direct costs related to purchase of: new patrol vessel, radio communication equipment, agency identification and emergency lighting, SECTOR compatable electronics, navigation equipment. Sales tax and shipping for equipment is eligible for reimbursement. **Attach a copy of all bids and estimates for this proposal.**
Supplies - Includes materials necessary for in-house staff to conduct repairs or routine maintenance activities of MSDF or Pumpout boat. Items include replacement parts, extra hoses, nozzles, gloves, etc.
Contractual - Includes costs when an outside vendor will be hired to perform tasks outlined in the scope of work (e.g. plumbing, electrical, construction, design, engineering, , etc.)**. Attach a copy of all bids and estimates for this proposal.**
Other - Includes actual costs for public support campaigns or research.
Match - Grant applicants must provide a minimum of 25% of the total project cost. The 25% match can be contributed by the applicant or donated by another entity in the form of cash, labor (as demonstrated with invoices or signed time sheets), materials , donated goods or services, or a combination thereof. Projects providing greater than 25% match will be more competitive. **Attach a copy of a description and valuation for any in-kind match being contributed towards this project.**
Note - Costs must be pro-rated for that portion of their use for activities other than recreational boating safety only.

Part VI. Supporting Documents

The following attachments are required and must be submitted with your application. Label each attachment as indicated below (e.g., *Attachment A1. Photographs of project vessel*). Include your project name on all supporting documentation.

A. Maps

Provide the following visuals:

1) Photographs of the project vessel (limited to one, single-sided page).
2) Vicinity map (limited to one, single-sided page) showing entire boundaries, geographical features, and water bodies the new vessel will be utilized in.
3) Optional - You may wish to include maps or photographs showing the concentration of recreational boating located:
    - within the vessel's intended patrol area
    - near a marina, boat launch or boating campground
    - in water bodies with many mooring buoys
    - in water bodies a high concentration of boating accidents

B. Letters of Support and Commitment

Signed and dated letters of commitment **are required** for match provided as local government cash expenditures. You are also required to include a signed letter of commitment from the agency head outlining their commitment to all stated performance objectives for your project. In addition, you must include a signed and dated letter of commitment from the appropriate local authorizing agency (city council, county commission, city executive, county executive).

C. Vendor Quotes

Attach a copy of all quotes for your project. Quotes must be signed by the vendor. Quotes must be for items alike in function, operation, and purpose. Be sure to document your procurement methods.

- For purchases exceeding $2,500 but under $35,000, two quotes must be obtained.
- For purchases exceeding $35,000 but under $150,000, use your own procurement methods.
- For purchases exceeding $150,000, the project should be competitively bid, and the final bid package submitted.

D. Detailed Plans and Specifications – Required for Vessel Construction

Construction details

Attach one, single-sided page document providing details required for environmental compliance review. Additional details may be requested for successful applicants.

- What hull construction will be required?
- What length of vessel will be required?
- What navigation electronics will be required?
- What communication electronics will be required?
- What safety equipment will be required?
- What SECTOR compatible electronics equipment will be required?

ATTACHMENT A1 – CCSO REPLACEMENT OF LAKE PATROL BOAT – Life Proof Boat 21 TTOP

Attachment A 2

Clallam County Web Map

CCSO Replacement of Lake Patrol Boat

Clallam County GIS

Scale 1:288,895

June 2, 2022 Clallam County GIS

Clallam County | Clallam County GIS | Clallam County Assessor's Office |

Attachment A 3

Clallam County Web Map

CCSO Replacement of Lake Patrol Boat

Clallam County GIS

Scale 1:18,056

June 2, 2022 Clallam County GIS

Clallam County | Clallam County GIS | Clallam County Assessor's Office |

Attachment A 3

Clallam County Web Map

CCSO Replacement of Lake Patrol Boat - Lake Sutherland Public Access

Clallam County GIS

Scale 1:4,514

June 2, 2022 Clallam County GIS

Clallam County | Clallam County GIS | Clallam County Assessor's Office |

Attachment A 3

Clallam County Web Map

CCSO Replacement of Lake Patrol Boat

Clallam County GIS

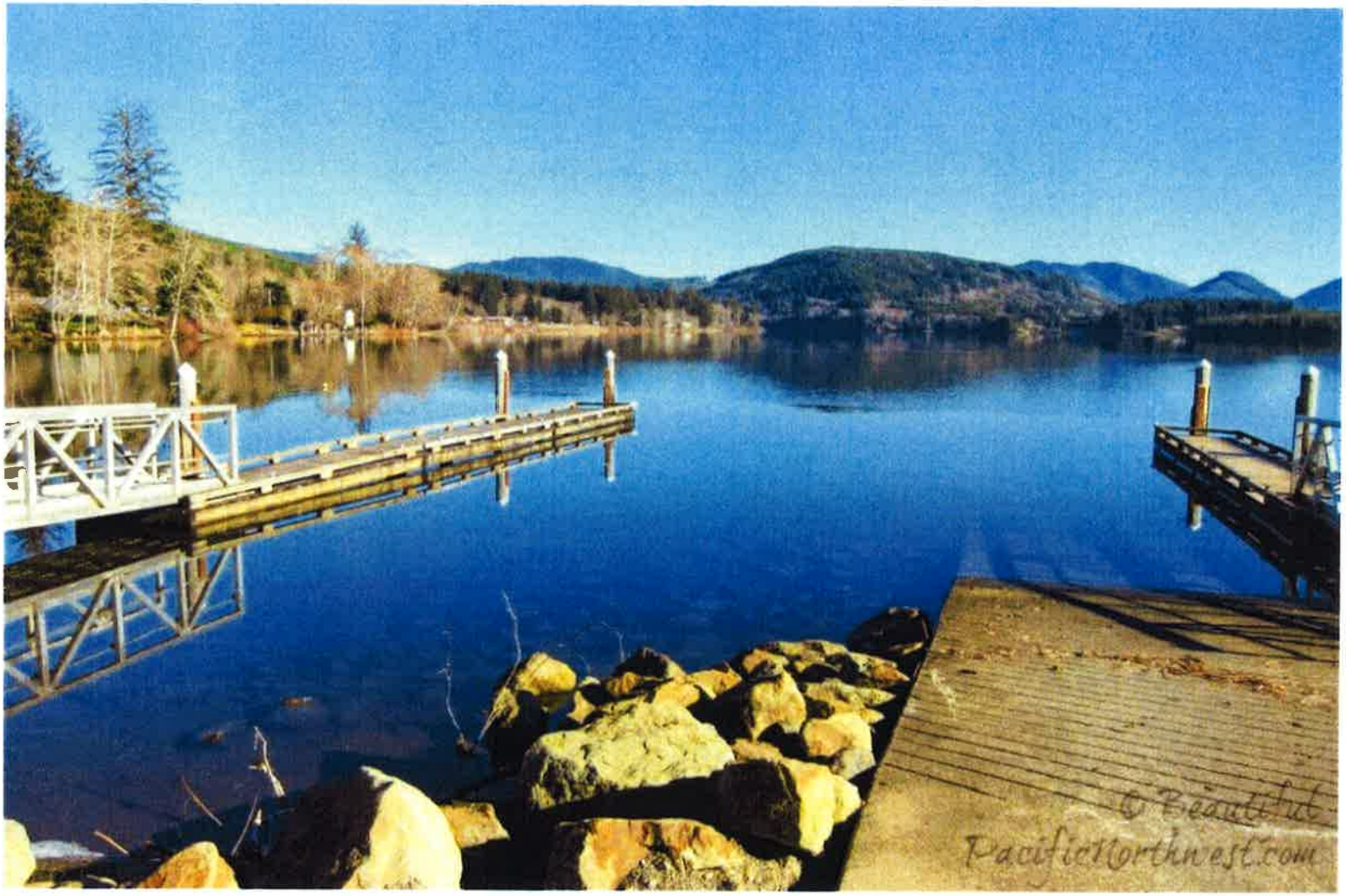
Scale 1:36,112

June 2, 2022 Clallam County GIS

Clallam County | Clallam County GIS | Clallam County Assessor's Office |

Attachment 43

CCSO Replacement of LAKE Patrol BOAT



LAKE Pleasant, WA Public BOAT ACCESS

Clallam County Sheriff's Office

WASPC Accredited Agency

223 East 4th Street, Suite 12
Port Angeles, WA 98362-3015

Support Services: (360)417-2270
Fax: (360)417-2498

http://www.clallam.net/departments/sheriff

sheriff@co.clallam.wa.us

W. L. Benedict
Sheriff

Ron Cameron
Undersheriff

Brian King
Chief Criminal Deputy

Alice Hoffman
Chief Civil Deputy

Don Wenzl
Chief Corrections Deputy

File: Vessel Replacement Grant

June 8, 2022

Washington State Parks Boating Program
Mr. Matthew M. Stowers
Marine Law Enforcement Coordinator

Dear Mr. Stowers,

Pursuant to the submission requirements under the 2023 Marine Law Enforcement Patrol Vessel Replacement Grant (the "Vessel Replacement Grant"), this letter represents a commitment to accept the grant funding and the reporting, performance and matching requirements should the Clallam County Sheriff's Office be successful in obtaining the Vessel Replacement Grant. This letter represents a commitment to provide $35,275.61 in matching funds derived from Vessel Registration fees, a 25% match of the requested grant of $141,080.

The mission of the Clallam County Sheriff's Marine Patrol Unit is to promote boater safety through education, robust enforcement of the boating laws and active patrol of all waterways located in and around Clallam County to best ensure both the safety of our recreational boaters and the security of our U.S.-Canadian border. The Marine Patrol Unit investigates all boating related crimes and boating accidents or incidents that occur on all waterways located in and around Clallam County.

The Vessel Replacement Grant would be used to replace the Marine Patrol Unit's aging, sole lake patrol vessel with a new optimally-designed lake patrol boat that will greatly benefit the safety of the recreational boating community (both Clallam County residents and the thousands of tourists who enjoy our waterways every year). A new patrol boat will increase on-the-water patrol hours for our very active recreational lakes. More patrol hours on the water translates into more opportunities to positively influence the behavior and safety practices of recreational boaters, builds community trust with our dock-side lake residents and most importantly seeks to reduce

the number of recreational boating accidents and fatalities in Clallam County.

Sincerely,

W.L. Benedict

Sheriff

Attachment B CCSO Replacement of Lake Patrol Boat

7

7/12/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 7-12-21**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other – Discussion and next steps

Executive summary:

Dr. Joe Floyd and I would like to thank the Clallam County Board of Commissioners for approving the use of their local non-profit agency, Peninsula Dispute Resolution Center (PDRC), in providing group facilitation services for the community of Lake Sutherland. PDRC began in January of 2021 with community tensions forming a divide among their beliefs and feelings regarding wake boats. By June 2021, the group met challenges and worked diligently together as neighbors to seek viable resolutions to be submitted to the Board of County Commissioners. Four PDRC Group Facilitations (GF) were held with an additional add on meeting with the Clallam County Sheriff's Department. The end of this report lists the Lake Sutherland participants' final recommended solutions.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Discussion and next steps for Lake Sutherland – Wake Boat topic.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Peninsula Dispute Resolution Center (PDRC), Sheriff's Office, Department of Community Development

Relevant Departments: Board of Commissioners, Sheriff's Office, Department of Community Development

Date submitted: July 7, 2021

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

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

Peninsula Dispute Resolution Center
Lake Sutherland Final Report
June 2021

Dr. Joe Floyd and I would like to thank the Clallam County Board of Commissioners for approving the use of their local non-profit agency, Peninsula Dispute Resolution Center (PDRC), in providing group facilitation services for the community of Lake Sutherland. PDRC began in January of 2021 with community tensions forming a divide among their beliefs and feelings regarding wake boats. By June 2021, the group met challenges and worked diligently together as neighbors to seek viable resolutions to be submitted to the Board of County Commissioners. Four PDRC Group Facilitations (GF) were held with an additional add on meeting with the Clallam County Sheriff's Department. The end of this report lists the Lake Sutherland participants' final recommended solutions.

October 19, 2020 = Board of County Commissioners – Clallam County, Work Session

On October 19, 2020, the Board of Clallam County Commissioners held a work session where a discussion was calendared "regarding Lake Sutherland property and shoreline damage as a result of Wake Boats." As a result, an Agenda Item Summary was written for the meeting date of January 25, 2021. The Executive Summary stated:

"Lake Sutherland – Wake Boat Conversation Next Steps: In 2020 the Commissioners began receiving communication from a wide variety of residents and users of Lake Sutherland on the issues of wake boats. Many wrote or spoke in favor of wake boats on the lake, and many others expressed safety, property and environmental concerns related to these specialized boats. The Commissioners heard a resounding desire from all parties to work together to craft a solution and have considered a variety of alternatives in support of this goal." It further stated:

"The Peninsula Dispute Resolution Center (PDRC) is a recognized center of expertise on the Peninsula for collaborative peaceful agreements and today we welcome a representative from that organization to learn more about the PDRC and their services and to see if they might be a good fit for facilitating a conversation between interested parties in pursuit of achieving a solution where the concerns and interests of all are respected."

A request was made for PDRC's attendance at the next work session group on January 25, 2021, which was attended by Renee Riopelle, Executive Director, PDRC.

January 25, 2021 = Board of County Commissioners – Clallam County, Work Session

On January 25, 2021, Renee Riopelle attended via Bluejeans online portal, the Board of County Commissioners – Clallam County Work Session. Discussed were PDRC's 29 years of non- profit dispute resolution services to Clallam County residents, including mediation, training, youth services, conflict coaching and group facilitation services. Also discussed were the values PDRC believes regarding self-determination in each dispute resolution process provided to the community. The belief that people and groups have the ability and the right to define their issues, needs and solutions and to determine outcome. From this vantage point, we know the parties can create the most durable resolutions because they are part of the communication that creates them. Ultimately, the nature of PDRC's group

facilitation process fosters mutual growth through dialogue and discussion and trusting in the collective wisdom of folks is an important first step to seek common ground and move forward with resolution. The design of the Lake Sutherland group facilitation process would be based on this value.

Wake Boat issues were also discussed and summarized as follows: there is a group that are against wake boats due to their causing property damage around the lake, safety for children, kayaks, canoes and erosion. Another group, that was for wake boats stated their importance to family/friend recreation and concerns over excluding people.

To address the community conflict, the Commissioners wanted to provide a service to address the issue and second, wanted their community to feel heard. Renee Riopelle outlined 2 group facilitation processes that would address their concerns. One would be based on a mediation model or spokesperson model, having 2-3 representatives from each side. The second model was a small group processing model which would accommodate a larger group.

Each process would include assessing each groups issue, interests, obstacles, power dynamics, conflict, buy-in, good faith, shared goals, areas of common ground and desire for group cohesiveness. Also discussed during the session were the importance of establishing roles of the facilitators and participants.

The meeting adjourned. A follow-up meeting was necessary due to connection issues.

February 1, 2021 = Board of County Commissioners - Clallam County, Work Session

On February 1, 2021 the BOCC held a follow-up discussion to further explore utilizing PDRC to assist the Lake Sutherland wake boat issue. This meeting was attended by Renee Riopelle and Dr, Joe Floyd, a PDRC volunteer mediator and president of the PDRC Board of Directors. The outline of two group facilitation models were discussed and it was decided that the 2nd model of small group processing was more conducive for everyone to be heard. Due to the pandemic, PDRC's Zoom platform would be used to keep all involved safe. A contract was signed in February 2021 between Clallam County and PDRC.

PDRC's only challenge was not having available a contact list of all Lake Sutherland participants involved. This is a requirement before PDRC can proceed with any dispute resolution service, and as we would be expecting future Lake Sutherland participants to overcome challenges, we did too.

The 3-month process to collect emails set our timeline back. We thankfully received from Clallam County's open records; a 124-page document listing interested citizens emails with a divide on position noted from their letters. From that list, PDRC began an email campaign to obtain more contacts. Many people responded. Letters requesting information, plus corrections to the lists were answered and then corrected from January 2021 to May 2021. Three groups formed: those against Wake Boats (Group A) and those for Wake Boats (Group B) and those that had a neutral position. By March 2021, over 240 emails were collected, tabulated and grouped. Although labeling is not conducive towards collaborative problem solving, it does allow for established "sides" to distinguish positions early on and work towards group cohesion and eventual group resolution.

April 19, 2021 = Group Facilitation #1

On April 19, 2021, PDRC's Group Facilitation #1 was held on Zoom. Commissioner Peach was in attendance and made introductory statements. The purpose of GF #1 was to have co-facilitators, Renee Riopelle and Dr. Floyd, explain how our group facilitation process will proceed.

The following topics were discussed at length: PDRC's group facilitation service, the benefits and drawbacks of an online platform, the role of facilitator and participant, the importance of dialogue v. discussion, identifying positions, issues and interests, committing to ground rules and the outline of Group Facilitation meetings #2, #3 and #4.

The participants during this time wanted further information about how the process worked. The 2-hour power point presentation ended with plenty of questions for the co-facilitators and Commissioner Peach. PDRC had hoped for a larger attendance and it was mentioned that our day and time may have hindered participation. Problem solving was already apparent as it was decided that the future group facilitations would be held on Saturdays to accommodate those that may be working. New dates were arranged and all future facilitations would be held on Saturdays. The meeting was recorded and placed on Clallam County website along with the power point presentation.

During Group Facilitation #1 (GF #1), the concept of each group providing a video was explained. For each "side" to embrace the other side's dilemma, it was imperative to understand their positions, issues, interests and possible solutions. The video was to be 10 minutes in length and used not to convince but to create dialogue and discussion. Each group's video was due May 5, 2021. Each group submitted their video on time. The quality and thoroughness of their position was remarkable. Each production included a thoughtful explanation of their position, their issues and interests plus possible solutions. Having participants submit this homework assignment aided in the GF process and co-facilitators were grateful for the participants committed level of participation. **(Please see attached video for Group A and B).** It was this key piece of information that assisted in the success of each group exploring their own and the other groups reasons behind their position for GF #2 and #3.

Group Facilitation #2 (Group A = May 8) and Group Facilitation #3 (Group B = May 15)

Group Facilitation meeting #2 with Group A on May 8, 2021 was for those who were Against Wake Boats and for those who had a Neutral position and interested in finding out more about Group A's position. It was a 3-hour meeting held with Commissioner Peach in attendance, along with the co-facilitators, and PDRC staff to help assist with note taking and timekeeping.

Group Facilitation Meeting #3 with Group B on May 15, 2021 was for those who were For Wake Boats and for those who had a Neutral position and interested in finding out more about Group B's position. It was also a 3-hour meeting held with Commissioner Peach in attendance and the co-facilitators and PDRC staff.

The goal for each meeting was to have everyone's voice be heard, to incorporate that into a collective understanding and then to view and explore the other group's video and understand their position and the interests, plus their needs and reasons for it. The following discussion points for this GF were:

1. To explore the dimensions, issues, feelings and importance of their position regarding wake boats.
2. To explore the interests and needs behind their position.

3. To consider the needs and interests of the other side and discuss ways to accommodate those interests and needs.
4. To arrive at talking points for the group process in GF #4 to include ideas for resolution of conflict considering interests and needs of both sides.
5. To discuss what kind of characteristics they want in the people they choose to represent them in the final group facilitation.
6. To make sure that everyone who wants to be heard is heard.

Each group adhered to the above discussion points and began to have a clear understanding of how the conflict was viewed from the other side.

Caucus

A tool used in conflict resolution processes is a technique called a "caucus." A caucus is a private meeting held without the other side's presence. It has many useful purposes. In PDRC's GF process, it was used as a 3-hour process to allow one group to meet together, to be individually and collectively heard and to thoroughly explore their own positions, interests and possible solutions. It also is used to help see the others viewpoint. To become a cohesive group through dialogue and discussion was imperative at this stage and the GF "caucuses" of #2 and #3, would begin the process of working together, being more informed about all positions and the needs behind them, and providing insight on potential combined resolution.

Election of Representatives

Before our final group facilitation, each group elected 16 representatives plus 2 alternates to represent them at the final group facilitation.

June 2, 2021 = Sheriff's Meeting

A theme that presented itself during Group Facilitation #2 and #3 was the need to have clarification on Lake Sutherland's boating policies, procedures and laws. Commissioner Peach contacted the sheriff's department for explanation. It was decided an extra meeting was needed and an invitation was sent to Lake Sutherland GF participants for a meeting on June 2. At that meeting, Chief Criminal Deputy Brian King and Sgt. Eric Munger, Clallam Marine Unit provided an overview of safety laws regarding Lake Sutherland and lead a discussion regarding the interpretation of a "no wake zone."

June 5, 2021 = Group Facilitation #4

The culmination of all their hard work by the Lake Sutherland participants was represented well as we moved into our four-hour, final Group Facilitation #4. Everyone received instructions prior to the meeting on what to expect and tips on making the meeting successful along with a final meeting agenda.

Each side had 16 representatives totaling 32 people. Four Zoom break out rooms were created, each having a PDRC room moderator, plus 8 Lake Sutherland representatives, 4 from each side. PDRC Co-facilitators moved from room to room to provide further support. Commissioner Peach was also in attendance.

Each break out room had the following tasks to complete:

1. Introductions.
2. Select a facilitator, a recorder and a spokesperson from their group.
3. Each side presents their position. Members of the other side ask questions to clarify anything they don't understand.
4. Each side tries to ascertain the interests or needs that are behind their position. Each side might be able to help the other side in this task.
5. Are there any factors besides the positions and interests of each side that impact this situation? If so, please list and discuss.
6. When considering interests and needs, are there any obvious or less obvious ways of compromising between the two positions?
7. What are the groups best solutions to resolve this issue?
8. If there are more than one, rank in order of importance.

Once the four break-out rooms had completed their work, the following solutions were captured in their own words.

Recommended Resolutions to Board of County Commissioners – Clallam County

Room #1 (Facilitator = Amanda, Recorder = Donna, Spokesperson = Dina / Bonnie)

1. Conduct a study specific to our Lake Sutherland and its users. Use cross section of data. We all agree the study needs to include data from all boats. The County needs to take on the cost, since it will impact the shoreline management plan.
2. Signage and educational plan for invasive species and safe boating practices at the launches and VRBO rentals.

Room #2 (Facilitator = Ryan, Recorder = Alison, Spokesperson = TJ)

1. More buoys need to be placed on Lake Sutherland
2. Signage is needed at public launches for the purpose of educating people on the rules that are already in place.
3. Have literature that basically shares the same information at public launches.
4. There should be an unbiased study funded by the county, and needs to be peer reviewed, and it needs to take into account summer and winter months.
5. We need definition of what a "no wake zone" means for clarification.
6. We want a buoy GPS map so that if one is missing it can easily be replaced or put back into it's original position.
7. We want to be in compliance with laws already on the books. RCW 79a.60.030.
8. A law enforcement presence is needed.

Item #4 discussed further at the end and modified. TJ said it should not be so specific as Alison said. Alison disagreed.

Item #4 Revised: There should be a study funded by the county, and it needs to be peer reviewed and it needs to take into account summer and winter months.

Room #3 (Facilitator = Robin, Recorder Karen, Spokesperson Dirk)

1. Replace the buoys that are missing and Group B willing to come discuss among ourselves the distance from the shore, where the buoys would be placed.
2. Increase law enforcement presence.
3. Signage at the boat launches for educational purposes. Could include QR Code and a boat wash station.
4. Non-biased, peer review study to be done.
5. We would like our groups to continue to meet and talk and be more neighborly.

Room #4 (Facilitator = Anne, Recorder = Joe G, Spokesperson = Jake)

1. Importance of buoy placement and enhanced buoy system around the Lake, making known hazards.
2. Signage important education for users and visitors. Also helps define common boat courtesy.
3. Increase law enforcement presence.
4. Decrease near buoys large wave generating activities with goal of reducing large waves crashing on bulkheads, shores and docks.
5. Self-regulation with welcomed input from fellow surfers.
6. Sharing phone numbers for communication and creating a lake phone book directory.

Future Group Communications

After the entire group came back to list their proposed solutions, an informal dialogue about their future took place. The following list were comments and needs expressed about the group's future communication.

1. This is just a first step; a one-time shot is not enough. Keep talking, coming up with solutions that meet our goals.
2. Multiple forms of communication should be used.
3. Text messaging for neighborhood.
4. What's App is a good medium.
5. "Friends of Lake Sutherland" on Facebook, move to multiple forums.
6. Both sides should appoint two people who would meet together periodically.
7. Volunteers to bring beer and wine to get-togethers, plus pizza.
8. Make contact with the offenders.
9. Education would be really helpful.
10. Might be helpful to contact a neighbor when something stupid happens on the Lake.
11. Would like forward steps to address waves versus bulkheads, shores.
12. Keep the conversation going. May request further facilitation from PDRC.
13. Good conversation, getting to know neighbors, made great progress, keep it going with PDRC, need more facilitation from PDRC.
14. Encourage each other to be responsible boaters. There are things we can do through the summer.
15. Offer to show others the damage to their property and be willing to visit other's properties.
16. Email everyone on the Whiteboard list.
17. Volunteer to take people surfing.

Conclusions

Using a process facilitated by PDRC co-facilitators, Lake Sutherland residents came together as neighbors and provided viable solutions to help resolve the issues which had created a conflict for Lake Sutherland residents. Participants seemed eager to resolve the issues and move forward in a collaborative manner. What began as a dispute surrounding wake boats, evolved into discussions about the need for much more including:

- **clarification on laws, rules and policy regulating boating on Lake Sutherland which is particularly true of the "no wake zone;"**
- **increased law enforcement presence;**
- **a scientific study of LS;**
- **signage;**
- **literature in vacation rentals;**
- **educational plan for invasive species and safe boating practices at launches and lake rentals;**
- **buoy placement and repair;**
- **and sharing phone numbers for communication.**

ATTACHMENT D CCSO Replacement of LAKE PATROL BOAT

Harvey, Diane

From:	Munger, Eric
Sent:	Wednesday, April 27, 2022 3:47 PM
To:	King, Brian; Knutson, Brian; Harvey, Diane
Subject:	FW: LIFE PROOF BOATS:
Attachments:	IMS_21HT102-PRO_Quote-27APR2022_Rev-A.pdf

From: Jenson [mailto:jenson@inventechmarine.com]
Sent: Wednesday, April 27, 2022 3:36 PM
To: Munger, Eric
Subject: LIFE PROOF BOATS:

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

Thank you again for reaching out to Inventech Marine Solutions –
I've attached a quote for a 21' HardTop
Single Suzuki 250
Garmin Electronics

Given that this is for a grant, I would estimate that there will be up to a 5% increase by the time you actually go to purchase –

Happy to make modifications to the quote, adds / deletions –

Jenson R. Charnell
(360) 674-7019 ext. 201
www.lifeproofboats.com

Attachment D CCSO Replacement of LAKE PATROL BOAT

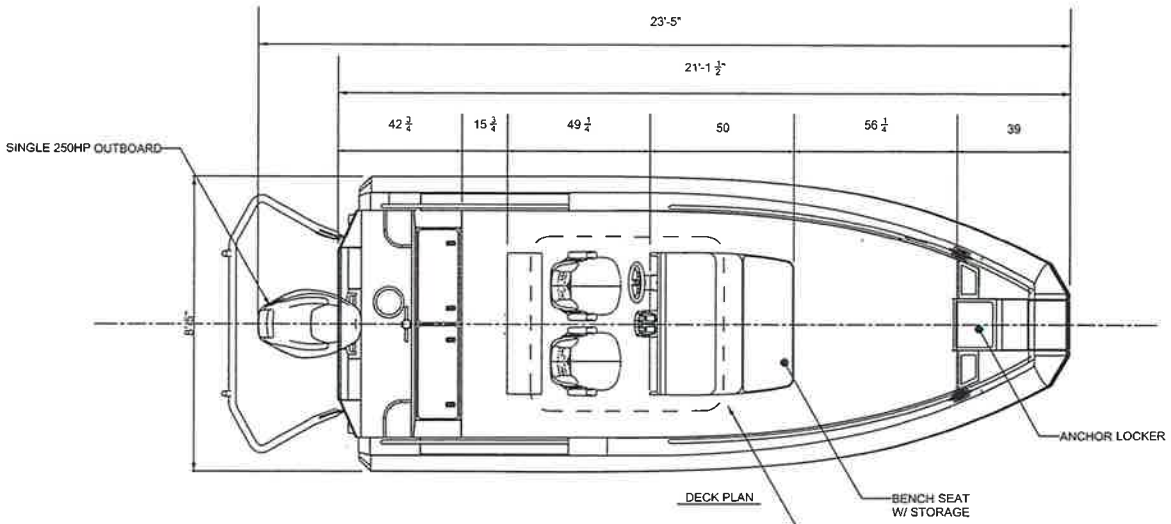
LIFE PROOF BOATS BY IMS
BOATS BUILT FOR LIFE

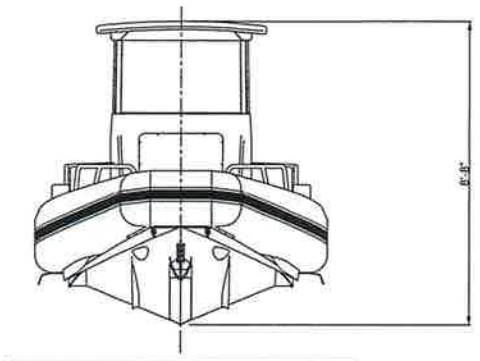
IMS
INVENTECH MARINE SOLUTIONS

Product Name	Description	Com. Price	GSA Price
	"D" Shaped Foam Collared Boats, Side-Sheet Foam Collar and Small Air-Bladder for Skin Tension		
21TTOP - 102	**21FT Center Console Hardtop, Foam Collared Boat w/ Trailer and Electronics** 21FT T-TOP : 22 Deg Hull, 8'-6" Beam Aluminum Hull "D" Shaped Foam Collar w/ Air Tensioning Bladder, Package Includes: Shockwave S5 Suspension Bases, 12" Garmin Chartplotter, Garmin 18XHD Radar, AIS Receiving Garmin VHF Radio, Searchlight, Deck Flood Lights, 52 Gallon Fuel Tank, 5000LB Aluminum Trailer	$120,317.12	$ 115,165.00
	Outboard Engines		
Suz-250	Single Suzuki 250HP Outboard 30" Shaft, Includes All Rigging, Hydraulic Steering and Installation.	$ 28,970.19	$ 27,729.65
	Features / Packages		
ACC-RAW01	Raw water Washdown	$ 1,618.93	$ 1,549.61
TOW-MAIN	Tow Package Standard: Taft Rail, Tow Bollard, Tow Spool	$ 3,850.00	$ 3,685.14
TRIM-ZIP	Zipwake Gyro Stabilized 300 Series Trim Kit	$ 2,800.00	$ 2,680.10
	Preservation		
	Configuration		
CABIN-BOWDOOR	Drop Bow Door	$ 2,200.00	$ 2,105.79
	Electrical		
ELCT-CH	Battery Charger	$ 910.45	$ 871.46
	Electronics		
	Galley / Comfort **Canvas and Enclosure**		
KING-2125TTOP	Canvas Enclosure - Top Gun Material (Black or Grey)	$ 3,884.38	$ 3,718.04
	Lighting		
LAW-RUN&TTOP	Law Enforcement Package - LED Alert Lights, GFE Radio Install, Hailer, Sirens	$ 2,885.19	$ 2,761.64
LGHT-EXTR	Extreme Lighting Package - 2 Flood Lights, 2 LED Underwater Lights, LED Driving Floc	$ 2,576.93	$ 2,466.58
	Misc.		
	Modification From Base Features		
MOD - 2	Delete Shock Mitigating Seats From Base Boat	$ (3,000.00)	$ (2,850.00)
	Install Agency Lettering on Collars	$ 1,620.00	$ 1,620.00
	Extend Rooftop Aft, Add Vertical Aft Pillars, And Integrate Tall Gun Locker to Bolster	$ 1,500.00	$ 1,500.00
	Training / Logistics		
	Total before Tax (if applicable)		**$ 163,003.02**

Attachment E

CCSO Replacement Lake Patrol Boat - Detailed Plan/Specifications





Aluminum Hull construction
21 foot length
Navigation Equipment - Garmin 18xHD Radar/Garmin Chartplotter
Communication Equipment - Garmin VHF Radio
Safety Equipment - LED Alert Lights, Hailer, Sirens, Flood Lights, LED Underwater Lights, Searchlights, Fire extinguisher, Foam Collar
SECTOR compatible laptop/printer
Note: Seats will be removed as per Quote

INVENTECH MARINE SOLUTIONS 9585 SW WARRIOR DR BREMERTON, WA 98312 PHONE: (360)674-7010 CONTRACT/PO NO	BREMERTON, WA 98312 INVENTECH MARINE SOLUTIONS
DESIGNED: IMS /s/ 2017 DRAWN: DRWN SIG /s/ MM/DD/YY CHECKED: CHKD SIG /s/ MM/DD/YY APPROVED: APVD SIG /s/ MM/DD/YY RECIPIENT OF DRAWING MM/DD/YY APPVL SIG /s/ APPVL AUTH	21FT HT 21HT102-GA PROPERTY OF I.M.S CONCEPT ARRANGEMENTS
SIZE B | SPACE HOLDER - | I.M.S. DRAWING NO - | REV A SCALE: NTS | ISO B | SHEET 1 OF 1	

REQUEST FOR WAIVER OF BID/RFP/QUOTE REQUIREMENT

Department: **Sheriff's Office**

Date: June 8, 2022 Contract Number: Assigned if Grant occurs

Pursuant to Clallam County Code Chapter 3.12, and Administrative Policy 560, a waiver of the Bid/RFP/Quote requirement for purchases of goods or services is requested.

Goods or Services to be Purchased: Lake Patrol Boat – See Attached Materials (including Sole Source Documentation from Vendor)

Cost of Purchase: $186,556.93

Vendor to be Awarded Contract: Life Proof Boats – to be awarded only if Grant is obtained

I certify that after diligent inquiry, to the best of my knowledge the vendor indicated above is the sole provider of the goods/services detailed in this document.

By: _____
County Official Signature

Approved this _____ day of _____ 20*22*

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

IMS
INVENTECH MARINE SOLUTIONS

OFFEROR'S NAME

Inventech Marine Solutions LLC
5626 Imperial Way, Bremerton WA 98312
(360) 674 -7019
Info@InventechMarine.com
www.InventechMarine.com or www.LifeProofBoats.com

SOLE SOURCE JUSTIFICATION

To Whom it May Concern,

This Letter acknowledges that Inventech Marine Solutions, LLC (IMS) is the manufacturer and sole distributor for the brand LIFE PROOF BOATS. IMS is a federal General Services Administration (GSA) contract holder and provides these professional series products to state and federal agencies at the lowest available price when purchased direct utilizing GSA Contract #47QSWA18D0015.

The LIFE PROOF BOATS product series is the only commercially available vessel manufactured exclusively with the following features:

- Single Grade 5086 lot traceable aluminum as a standard for longer fatigue and sensitization life, weld quality, corrosion resistance and post processing strength.
- Exclusive Interceptor Chines, Performance Wing Tunnels Under Collars and Fwd. Foreplane Fins, for better close quarter maneuvering, dynamic stability, lower surface drag, increased economy, and greater operator confidence.
- Brand Exclusive Full Side-Sheet Collar Buoyancy / Fendering System – F.A.S.T.
  - Closed Cell EPE Memory Foam 1.3 Lbs. Per Cubic Ft. / 61 lbs. of Buoyancy Per Cubic Ft.
  - Double Sided Thermoplastic Polyurethane TPU 40oz over a high tenacity Polyamide scrim outer skins
  - Tensioning Air-Bladder Foam Encapsulated
  - Heat Welded Seams
  - Radio Frequency (RF) Doublers and Integrated Strong Points
  - Exclusive HD Double Stitched Proprietary UV stable PTFE Thread All Seams

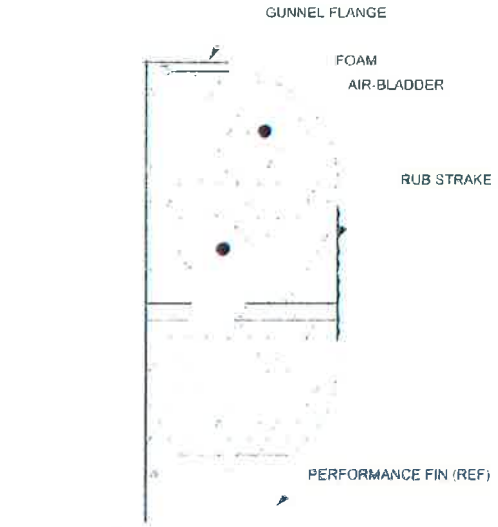
Respectfully,

Jenson R. Charnell – President

Inventech Marine Solutions LLC
5626 Imperial Way SW, Bremerton WA 98312
(360) 674 -7019
Info@InventechMarine.com
www.InventechMarine.com or www.LifeProofBoats.com

To: Whom it Concerns

Inventech Marine Solutions (IMS), Manufacturer of LIFE PROOF BOATS and F.A.S.T. Collar Systems, is sole owner of US20180334231A1Patent. IMS design details, manufacturing techniques and material selection is what sets our product apart for an easy to service / repair / replace foam / air collar system which will handle the harsh environments subject to work boats in salt-water applications. IMS chooses to manufacture our own and other boat builder's collars from the highest market grade materials available. The outer skin is a 40oz [Oz/yd2] Aliphatic Thermoplastic Polyurethane (TPU) coated polyester weaved fabric, which is known for its incredible UV protection, chemical & abrasion resistance. IMS hot-weld / thermal-bond the material when creating seams which produces superior bond strength that is tested with every new roll of material received. The outer membrane secures a hot-wire shaped expanded polyethylene (EPE) originally developed for use in automobiles as bumper energy absorbing material. This closed cell foam, provides 60 lbs. of floatation per cubic foot, is extremely lightweight, absorbs virtually no water, is resistant to chemical and fuel exposure, resists impact and has excellent shape memory. Our 'D' shape collars attach to the full height side-sheets utilizing our exclusive upper and lower "C" channel extrusions. This allows for the collars to only be mechanically fastened at the bow and stern, greatly improving the installation, repair or removal of the collars. Protected inside the Foam of the Collars is a small Airbladder used for tensioning the outer skin. The airbladder requires virtually no maintenance once installed and allows for extremely efficient future replacement of the outer membrane. Behind each collar is a fully painted side-sheet, protecting the plating from potential corrosion which could occur if untreated when moisture is trapped between the foam and the aluminum. Some many years into the future when the outer (TPU) membrane has warn from abrasions and exposure and it is time to refresh the look of the vessel; the replacement skin and installation will hardly be anywhere near the cost of the initial installation as everything else of the collar system will not need to be replaced.



Warm regards,

Jenson R. Charnell - President

INVENTECH MARINE SOLUTIONS

FOAM COLLAR CONSTRUCTION

IMS | LIFE PROOF BOATS
AARON R. PRICE
5626 IMPERIAL WAY SW
BREMERTON, WA. 98312
P: 360.674.7019
E: aaron@inventechmarine.com

3/10/2020

COLLAR CONSTRUCTION DETAILS

FOAM COLLAR CONSTRUCTION

COLLAR CONSTRUCTION DETAILS

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COLLAR DESIGN AND CONSTRUCTION

The IMS F.A.S.T RHFC Foam "D" collar is made up of approximately 95% foam and 5% air tensioning bladder for its design. The outer membrane is either a EREZ 2051 40 oz. or a Pennel Orca Orcathane 289H 48.7 oz. double sided Thermoplastic Polyurethane over a high tenacity polyamide scrim. The outer membrane material is cut on CNC machine to computer-generated geometry. All seams are thermo welded / bonded with a 1.25" (inch) overlap and then sewed using a PVC UV stable thread for added strength, durability and longevity extending the expected seam life by 30 - 50 % over heat welding alone. The outer skin encapsulates the interior foam providing UV protection to the EPE foam. The outer skin does not hold "air", and solely secures the foam collar system to the vessel. The air tensioning bladder is for aesthetics only and not part of the calculated buoyancy. The membrane of which is comprised of EREZ TPU 2008, a 18oz polyurethane coating over a nylon scrim, RF welded with a single Leafield D7 fill valve per side. The collar system has an independent Port side, and an independent Starboard side, and the bow between the two collar systems is comprised of foam with a TPU membrane only.

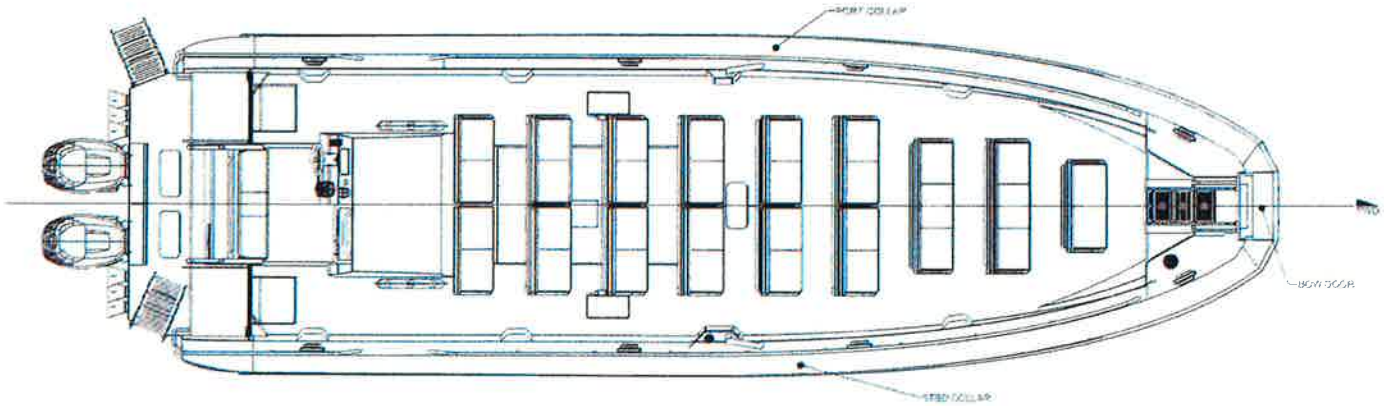


FIGURE 1 VESSEL/COLLAR PLAN VIEW

The Port and Starboard Collars secure onto the vessel via and one (1) upper pocket utilizing a ¾" UHMW rod interfacing with a custom "C" Channel welded to the vessel and one (1) lower Aluminum Keder track (also referred to as "Bolt-Rope" track in the industry) also welded to the hull.

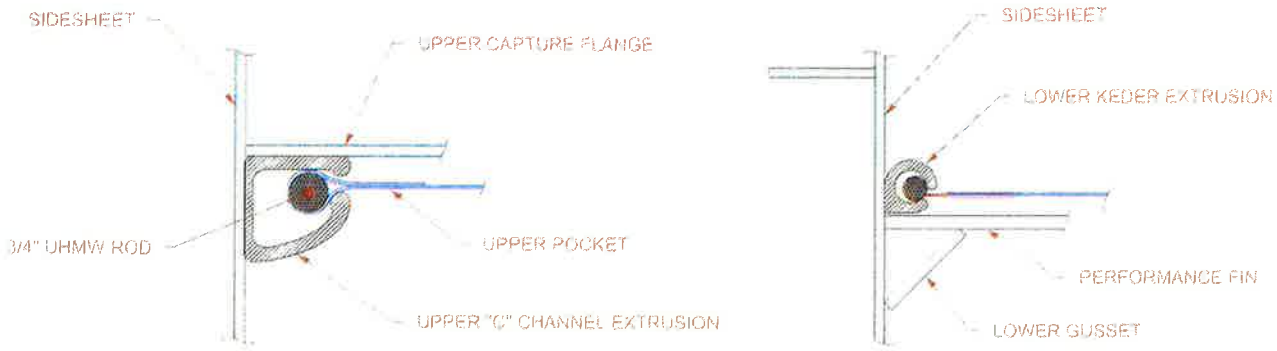


FIGURE 2 COLLAR ATTACHMENT EXTRUSIONS

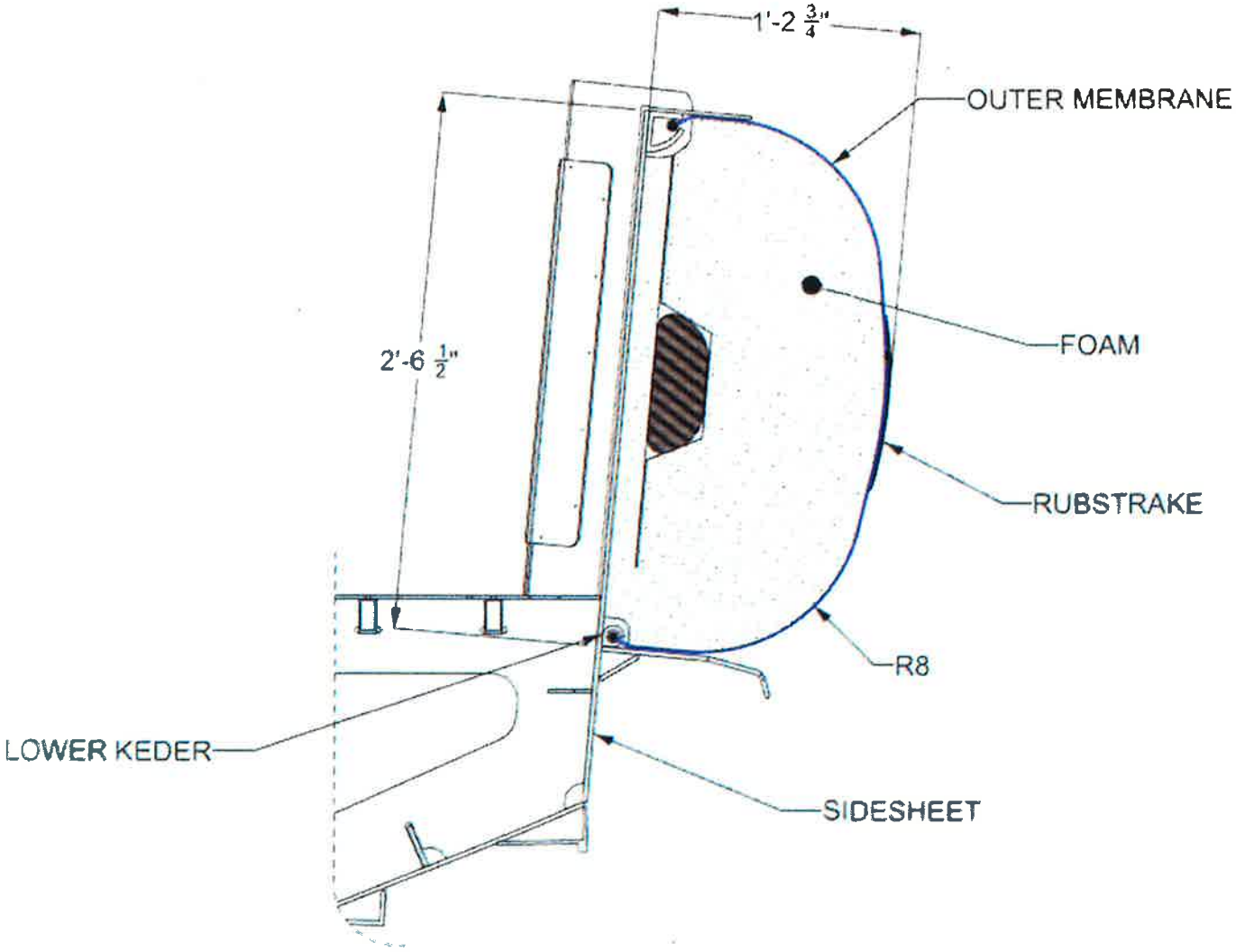


FIGURE 3: COLLAR CROSS-SECTION

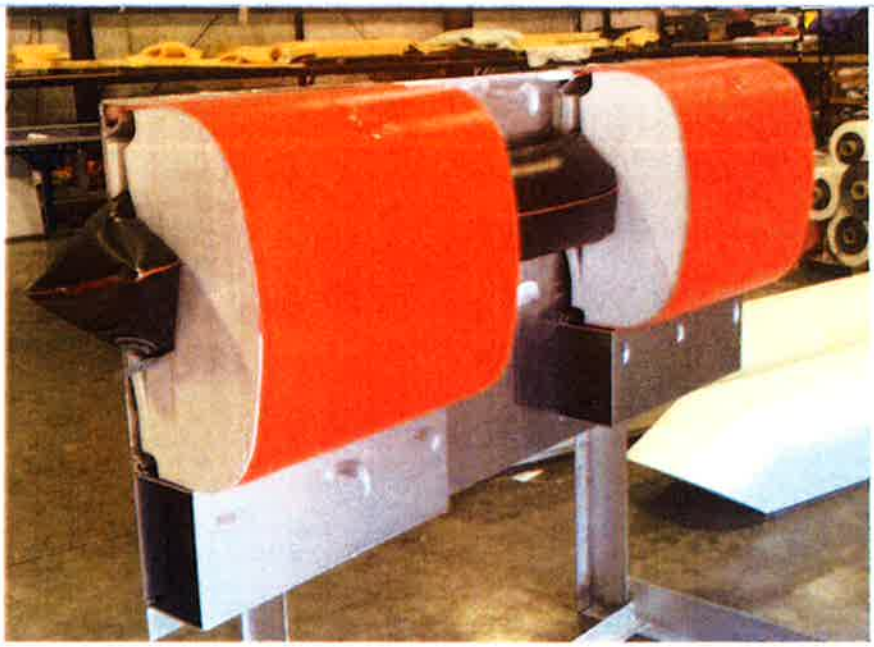


FIGURE 4: CUT-AWAY CROSS SECTIONS OF TYPICAL COLLAR

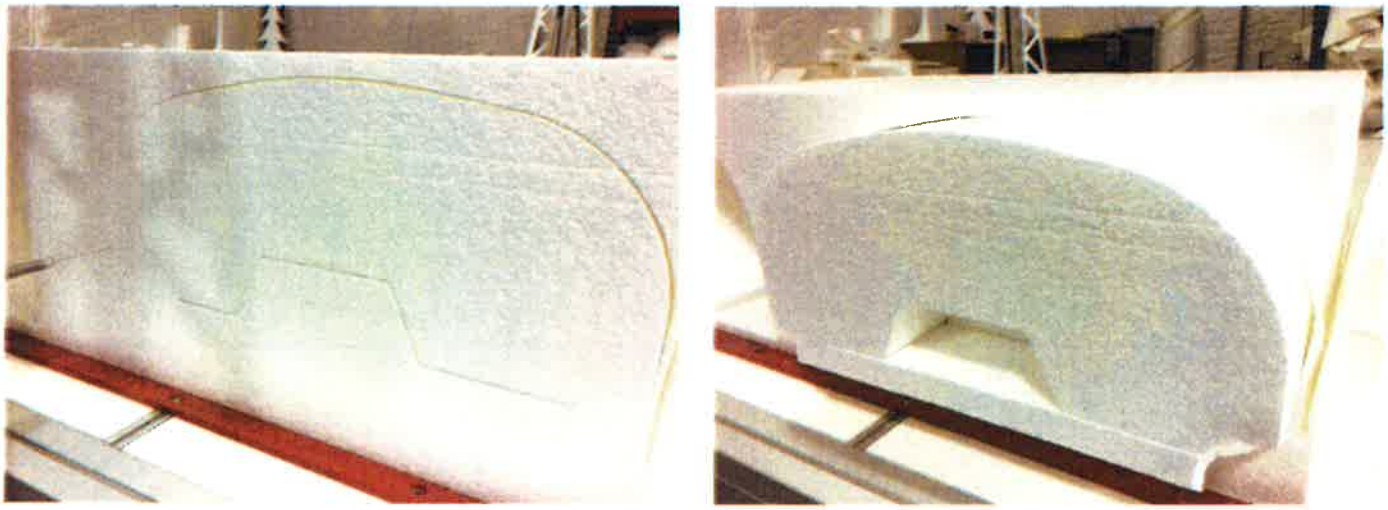


FIGURE 5: FOAM COLLAR MANUFACTURE

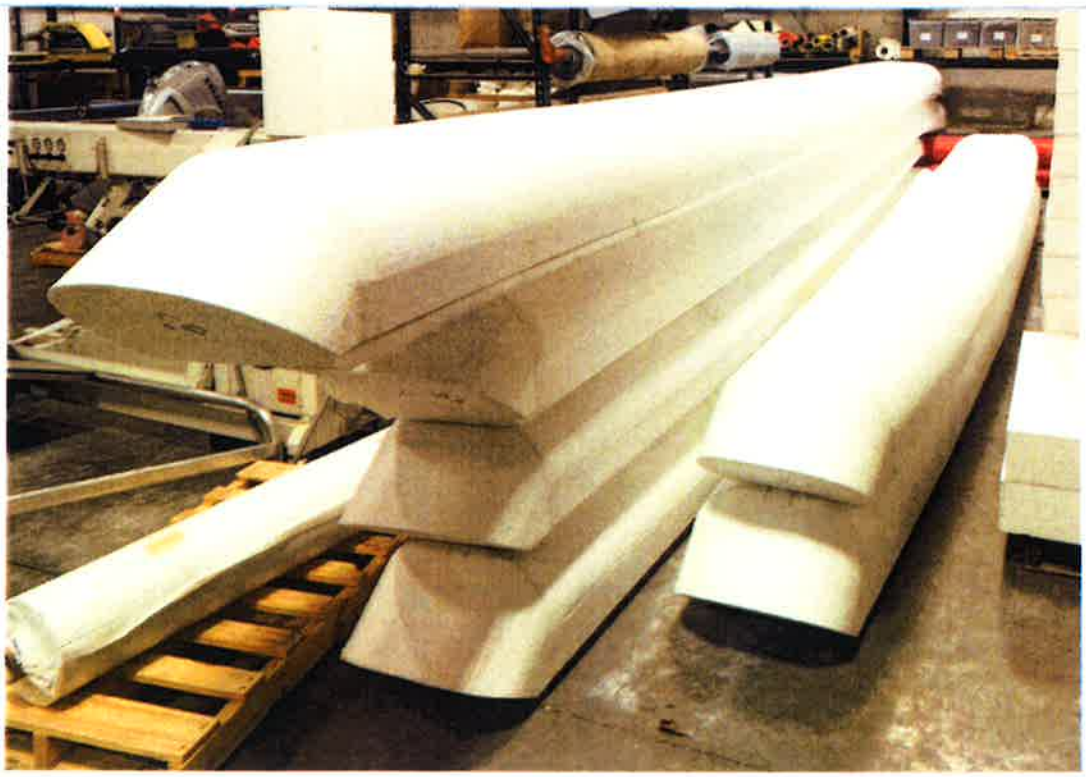


FIGURE 6: FINISHED COLLARS AWAITING INSTALLATION

FIGURE 7: FOAM INSTALLATION INTO MEMBRANE

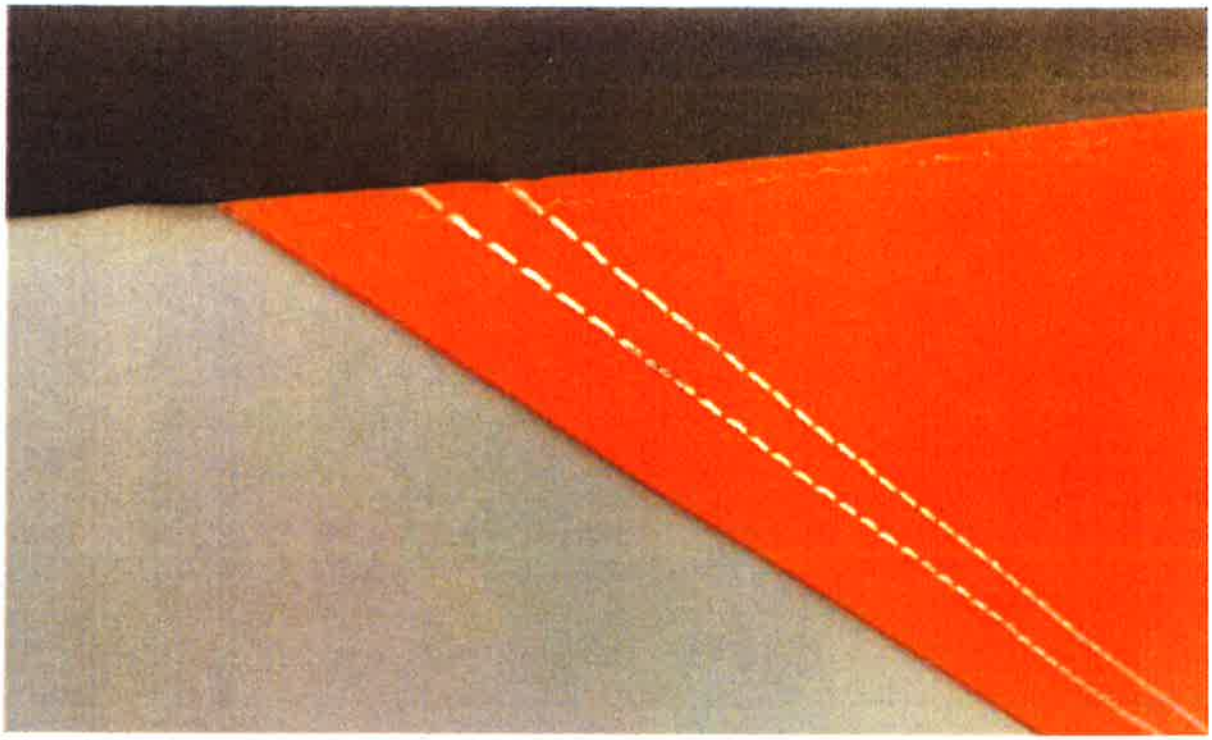


FIGURE 8: GREY TO ORANGE TPU WELDED AND SEWN SEAM

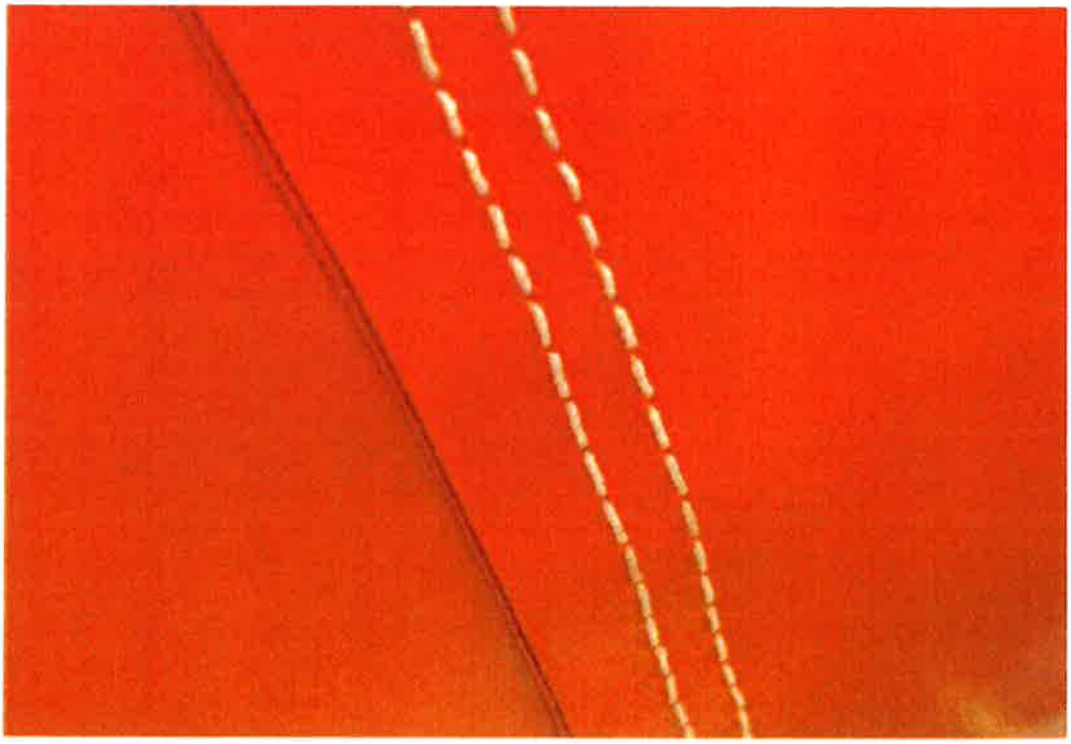


FIGURE 9: ORANGE TO ORANGE TPU WELDED AND SEWN SEAM

FIGURE 10: COMPLETED VESSEL ON WATER 01

FIGURE 11: COMPLETED VESSEL ON WATER 02

JSP
www.jsp.com

ARPAK®
Expanded Polyethylene (EPE) Bead Foam

Material Physical Property Information for ARPLANK® products
ARPAK® Expanded Polyethylene (EPE) – Density Range 1.3 pcf to 4.2 pcf (20 to 67 g/l)

Physical Properties†	Test Method	Units	JSP ARPAK® EPE					
Density (Grade)	ASTM-D3575	pcf	1.3	1.5	1.9	2.3	2.8	4.2
Density	ASTM-D3575	g/l	20	24	30	37	45	67
Compressive Strength @10%	ASTM-D3575	psi	6.5	8.0	10.2	13.2	16.8	29.4
Compressive Strength @25%		psi	8.8	10.3	12.8	16.5	20.7	35.7
Compressive Strength @50%		psi	16.6	18.4	22.0	27.6	33.5	56.0
Compressive Strength @75%		psi	42.5	47.6	55.6	64.3	75.4	113.0
Tensile Strength	ASTM-D3575	psi	40	45	52	62	70	96
Tensile Elongation	ASTM-D3575	%	35	35	32	31	30	22
Tear Strength	ASTM-D3575	psi/in	14	16	17	19	21	28
Compressive Set @ 25%	ASTM-D3575	%	3	4	4	4	4	7
Compressive Set @ 50%	ASTM-D3575	%	14	13	12	12	12	15
Buoyancy	ASTM-D3575	lbs/ft³	60.6	59.5	59.5	59.3	59.1	57.5
Thermal Conductivity	ASTM-C177	(K) @70°F	0.26	0.24	0.24	0.24	0.24	0.26
Thermal Resistance	ASTM-C177	(R) @70°F	4.0	4.2	4.2	4.2	4.1	3.8
Coeff. of Lin. Thermal Expansion	ASTM-D696	in/in/°F x 10⁻⁶	8.2	7.2	6.2	5.5	4.8	4.2
Service Temperature	ASTM-D3575	°F Max.	160	160	160	160	160	160
Water Absorption	ASTM-D3575-C272	% (vol/vol)/hr	<5.0/<0.02	<5.0/<0.02	<5.0/<0.02	<5.0/<0.02	<5.0/<0.02	<5.0/<0.02
Compressive Creep	ASTM-D3575	1000hr % (psi)	2.6 (11)	3.0 (11)	3.3 (11)	3.5 (15)	3.0 (15)	5.5 (10)
Flammability	FMI. SS-302	<4.0 when	Pass	Pass	Pass	Pass	Pass	Pass
Chemical Resistance	Various	176 exposure reagents acids and alkalines	Pass	Pass	Pass	Pass	Pass	Pass
Fuel Immersion	Coast Guard Fuel B per 33 CFR §183.114	<5% change in vol	Pass	Pass	Pass	Pass	Pass	NA

†Note: For standard JSP ARPLANK EPE Products. Values shown are typical of the product; they should not be construed as specification limits. (NA = Not Available)

ARPAK® Expanded Polyethylene (EPE) is a highly resilient closed-cell expanded bead foam product. It is ideally suited as an energy absorbing cushioning material for products requiring impact protection, shock absorption, vibration dampening, buoyancy, insulation, and chemical resistance. It is capable of withstanding multiple impacts without damage, is lightweight, and non-abrasive. It is also multi-directional (isotropic) in nature, so unlike traditional extruded foams, which yield different properties along the extrusion, vertical and horizontal axes, the properties of ARPAK® EPE are the same for a given density along all 3 axes, regardless of orientation. These properties make ARPAK® EPE an ideal and versatile product for protective packaging and cushioning for a variety of applications.

[illegible]

ARPLANK
[illegible]

Outer Membrane:

EREZ

Product Data Sheet TPU 2051 Updated March, 2020

Erez Thermoplastic Products Kibbutz Erez M.P Ashkelon Coast 7915000 Israel
Tel: +972 8 6801200 Fax: sales_erp@erez-therm.com www.erez-therm.com

Product Name: TPU 2051

Outer side based on Aliphatic TPU. 100% Polyurethane coating, excellent antibacterial and hydrolytic resistance. Low temperature resistance.
End Use: Flexitanks, Boats.

Properties	Typical Characteristics	
Test & Method	English	Metric
Base Fabric	Polyester 1500 Den 14.5 [Oz/yd²]	Polyester 1,670 Dtex 490 [gr/m²]
Total Weight ASTM D 751	40 [Oz/yd²]	1360 [gr/m²]
Width[s]**	59, 81 [inch]	150, 205 [cm]
Breaking Strength - Strip ASTM D 751 method B	780 / 670 [lbs/inch]	7000 / 6000 [N/5 cm]
Elongation at Break ASTM D 751 method B	23 / 32 [%]	
Tear Strength - Single Rip ASTM D 751 method B, DIN 53356	58 / 58 [lbs]	258 / 258 [N]
Tear Strength - Double Rip ISO 4674	80 / 100 [lbs]	350 / 450 [N]
Tear Strength - Trapez DIN 53363	120 / 120 [lbs]	550 / 550 [N]
Coating Adhesion (HF welding) ASTM D 751	56 / 56 [lbs/inch]	500 / 500 [N/5 cm]
Puncture Resistance Fed. Std. 101-2031	440 [lbs]	2000 [N]
Abrasion Resistance (Taber H-22 Wheel 1 Kg load) ASTM D 3389	<5 mg / 1000 cycles >30,000 cycles to expose the fabric	
Air Porosity B.S. 4F 100 Clause 32.1	Pass (10 min at 7 psi)	
Blocking Resistance ASTM D 751- 70°C (160°F) 6 hrs.	#1	
Fungus Growth MIL-STD 810F Method 508.5	Rate 0 (No fungus growth)	
Cold Crack / Bend Din 53361	-58°F	-50°C

** For special/additional widths, please contact EREZ's representative.

PROP 65: The product does not require warning label in accord to proposition 65 2018, as the product does not contain a listed substance or/and is under the NSRL "Safe Harbor" levels.

We believe this information is the best currently available. This product data sheet is subject to revisions once additional knowledge is gained. We make no guarantee of results and assume no obligation or liability whatsoever in connection with this information.

ORCATHANE 289 H

Base fabric	Polyamide High tenacity **1880 dtex – 1710 deniers**
Coating	Polyurethane Polyether Double side
Item code	V289213 orange, V289216 black

Specifications	Standard-Test	Direction	Result (Imperial)	Result (Metric)
Surfacic Mass	ISO 2286-2		48,7 oz/yd² ± 5,90	1 650 g/m² ± 200
Tensile Strength	ISO 1421	CH (W) TR (F)	≥ 674,2 lbs/in ≥ 674,2 lbs/in	≥ 600 daN/5cm ≥ 600 daN/5cm
Elongation at break	ISO 1421	CH (W) TR (F)	≤ 30 % ≤ 45 %	≤ 30 % ≤ 45 %
Tear Resistance	ISO 4674-1 ASTM D 751 / B	CH (W) TR (F)	≥ 57,4 lbs ≥ 57,4 lbs	≥ 30 daN ≥ 30 daN
Permeability (Helium) Zeppelin Test	NFG 37 114		< 3 l/m²/24H	
Peeling Test Adhesion average value	ISO 2411		28,1 lbs/in	25 daN/5cm
Adhesion(HF welding-peeling test)	NFT 54 122		≥ 84,3 lbs/in	≥ 75 daN/5cm
Low Temperature Resistance	ISO 4675		≤ -58 °F	≤ -50 °C

HF, thermic or gluing seam
Standard width : ≥ 59 in – ≥ 150 cm
Standard colours : Orange, Black, Military grey, other colours on demand
Conform to Solas rescue boat (SO 15372) regulation (IMO specification

Revision n° 2 updated 01/12/2015

The information supplied herein is based upon data currently available. Suggested applications are purely indicative and do not imply any warranty on serviceability. The client should always proceed with its testing and validation. Pennel & Flipo makes no guarantee of results and assumes no obligation or liability whatsoever in connection with this information. There are no warranties, either expressed or implied, including the warranty for fitness or merchantability, unless expressly set forth herein.

PENNEL & FLIPO
www.orca.eu

Interior Tensioning Bladder

EREZ

Product Data Sheet TPU 2008 Update: December, 2018

Erez Thermoplastic Products Kibbutz Erez M.P Ashkelon Coast 7915000 Israel
Tel: +972 8 6801300, 201 sales_etp@erez-therm.com www.erez-therm.com

Product Name: TPU 2008

TPU Both sides coated membrane, Nylon fabric.
End Use: Buoyancy Compensators

Properties	Typical Characteristics	
Test & Method	English	Metric
Base Fabric	Nylon 420 Den 4.7 [Oz/yd²]	Nylon 470 Dtex 160 [gr/m²]
Total Weight B.S. F 100 Clause 3.2	18 [Oz/yd²]	600 [gr/m²]
Width[s]**	59, 81 [inch]	150, 205 [cm]
Tensile Strength ISO 1421	190 / 130 [lbs/inch]	1700 / 1200 [N/5 cm]
Air Porosity ISO TR 6065 Para A.2.10.2	No bubbles	
Elongation at Break ISO 1421	Max 60%	
Tear Strength ISO 4674 Method A1	11 / 11 [lbs]	50 / 50 [N]
Adhesion ISO 2411 Dry	30 / 30 [lbs/inch]	270 / 270 [N/5 cm]
Adhesion ISO 2411 After 336 hrs. in water @ 70°C	17 / 17 [lbs/inch]	150 / 150 [N/5 cm]

** For special/additional widths, please contact EREZ's representative.

PROP 65: The product does not require warning label in accord to proposition 65 2018, as the product does not contain a listed substance or/and is under the NSRL "Safe Harbor" levels.

We believe this information is the best currently available. This product data sheet is subject to revisions once additional know-how is gained.
We make no guarantee of results and assume no obligation liability whatsoever in connection with this information.

TEST DATA

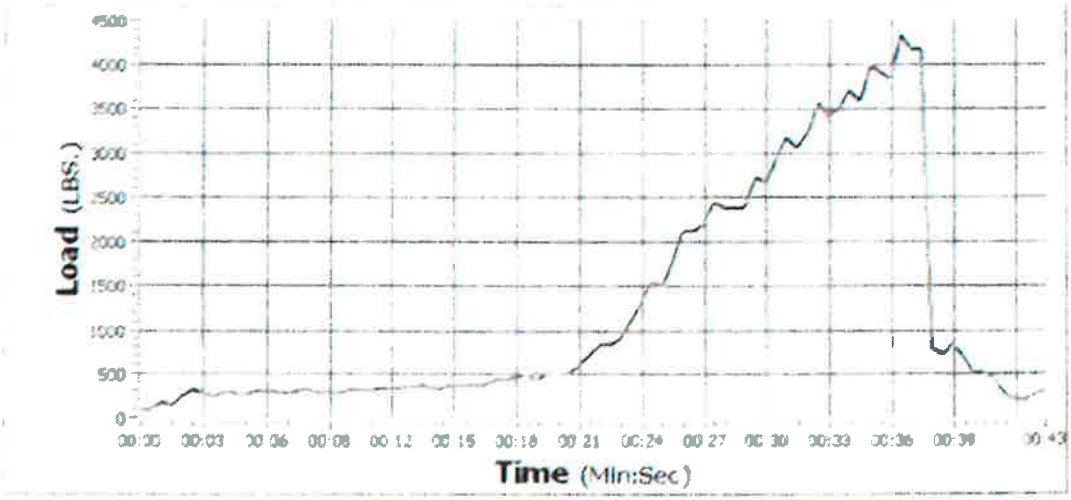
11mm Keder:

CERTIFICATE OF LOAD TESTING

NORTHWEST WIRE ROPE
1952 MILWAUKEE WAY
TACOMA, WA. 98421
Phone: 800-776-4544
Fax: 253-572-8986

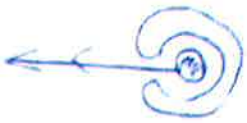
Customer: Inventech Marine Customer P.O. #: inventech Test Date: 11/16/2015

Product Description	Test Information
Description	Test Duration(Min:Sec): 0:43
Length: 000.000in	Test Method: BREAK
Size:	WLL: 0.00 LBS
Order/Serial No.: Keder	Peak Load: 4340 LBS
	Test Number: 439588



RESULTS	
Test Conducted By: David Schultz	Test Type: Proof: Destruction: X
Signature:	Test Result: Accept: X Reject:

11mm Keder



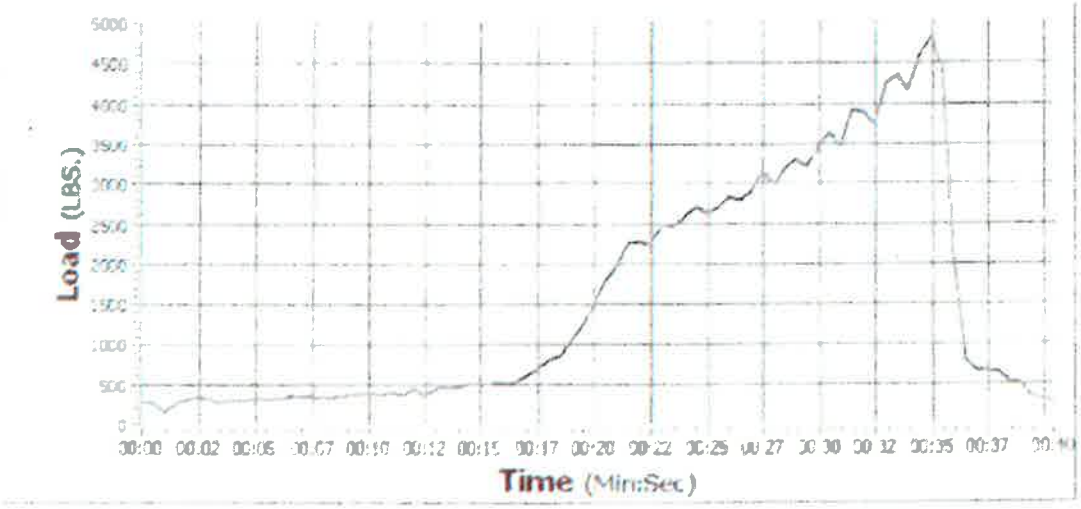
IMS Pocket/"Bolt Rope":

CERTIFICATE OF LOAD TESTING

NORTHWEST WIRE ROPE
1952 MILWAUKEE WAY
TACOMA, WA 98421
Phone: 800-776-4544
Fax: 253-572-8986

Customer: Inventech Marine Customer P.O. #: inventech Test Date: 1 /6/2015

Product Description	Test Information
Description:	Test Duration(Min:Sec): 0:40
Length: 98.0.000in	Test Method: BREAK
Size:	WLL: 0.00 LBS
Order/Serial No.: Pocket	Peak Load: 4830 LBS
	Test Number: 439588



RESULTS			
Test Conducted By: David Schultz	Test Type:	Proof	Destruction X
Signature:	Test Result:	Accept X	Reject

Pocket

Leafield D7 Topping Valve:

LEAFIELD MARINE LTD

Leafield Marine C7 & D7 Inflation / Deflation Valve		
Specification BS EN 16051-1:2012	**Inflation devices and accessories for inflatable consumer products.**	
Test Procedures invoked	Signatories	
Para. 4.3.2.2 Securing device for all component parts of valves. **Para. 4.3.2.2.1 Requirement.** The individual components shall be connected with the valve in such manner which preventing loss even when opened unintentionally. The individual parts of the valve with non return device shall remain securely connected to the air chamber even after the cap or plug has been removed and/or the insert has been taken out (for quick deflating). **Para. 4.3.2.2.2 Testing.** Testing of the securing device has been carried out using a force of 10 N at 40 °C for a period of 10 min. With the cap/plug of the valve with non return device opened the test force was applied onto the securing device at 90° to the closure axis.	Witnessed by Signature Witness Stamp	Date
Para. 4.3.2.3 Retaining force between valve and adapter of inflation device. **Para. 4.3.2.3.1 Requirement.** The connection between the valve and the adapter of the inflation device shall not become disengaged at 1.2 times the value of the nominal pressure. *Nominal Pressure 25psi (1.7bar)* *Test Pressure = 1.2 x 25psi = 30psi (2.1bar)* **Para. 4.3.2.3.2 Testing.** Testing is carried out using the adapter defined in EN 16051-2. The adapter was firmly attached by hand.	Witnessed by Signature Witness Stamp	Date
I hereby certify that the Leafield Marine Products listed above have been tested and witnessed by an independent marine surveyor and that they conform to the requirements as specified in BS EN 16051-1 2012		
Signed D L Dickins Managing Director	Date	

Hull Structure

IMS
INVENTECH MARINE SOLUTIONS

Inventech Marine Solutions, LLC
5626 Imperial Way SW
Bremerton, WA 98312
(360) 674-7019
info@inventechmarine.com
DUNS: 023821348
CAGE: 7J4G8

Solicitation Number: **IFB No. 18-00036**

Company Name: Inventech Marine Solutions, LLC

DUNS Number: 023821348

Cage Code: 7J4G8

Tax ID Number: 38-3925910

GSA: **47QSWA18D0015**

Number of Employees: 38

LIFE PROOF BOATS BY IMS

BOATS BUILT FOR LIFE

FAST BY IMS

FOAM AIR STABILIZING TECHNOLOGIES

Solicitation Number: **IFB No. 18-00036**

All IMS vessels are manufactured exclusively of 5086 Aluminum. Typical vessels manufactured by others, will only utilize 5086 where they have to, usually only in the outer Hull Skins. Most commercial marine manufactures will use 5052 as a standard material for the internal structure, decks and superstructure sacrificing the products longevity in order to reduce manufacturing costs. The US Navy, USCG and other federal entities have already switched, and have small high-speed vessels produced exclusively of 5086 aluminum materials for its superior corrosion resistance, welded strength and fatigue life expectancy.

All IMS hulls are manufactured with the bottom longitudinal stiffeners perpendicular to the hull plating which increases the strength produced by up to 30% over traditional vertical stiffeners. Each of our perpendicular stiffeners follows the natural shape of the hull and tie directly to the center vertical keel at the prow. This allows for energy absorbed through the hull to be dispersed evenly without creating areas of high stress concentrations. Even though, vertical stiffeners are common in the marine industry due to the ease of design and fit-up for manufacturing; IMS chooses to overdeliver on our guarantee. Other draw-backs to vertical stiffeners is in the weld-out, where only a single edge of the stiffener will contact the hull plating, which making a proper weld on either side of the stiffener difficult, allowing room for porosity, crevice corrosion, and week welds easily broken under normal loading.

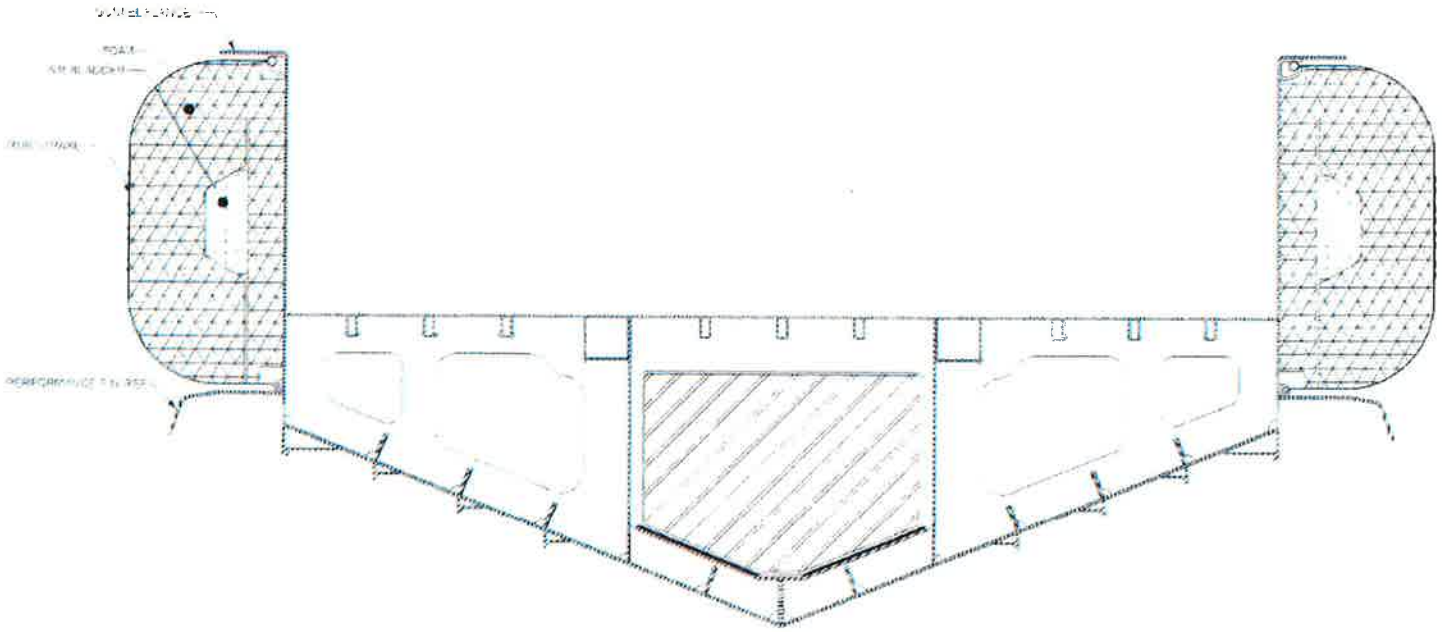
T-Bar when used by some builders is typically comprised of 6000 series aluminum. The nice thing about 6000 series aluminum is that it is easy to work with, shape / form and weld. The problem with 6000 series aluminum is that when it is welded it goes from a non-welded strength of 42k, down to 7k. 5086 Aluminum on the other hand goes from 38k down to 19k which is nearly 3x stronger than welded 6000 series aluminum. This is why we choose not to use 6000 series aluminum for welded structure.

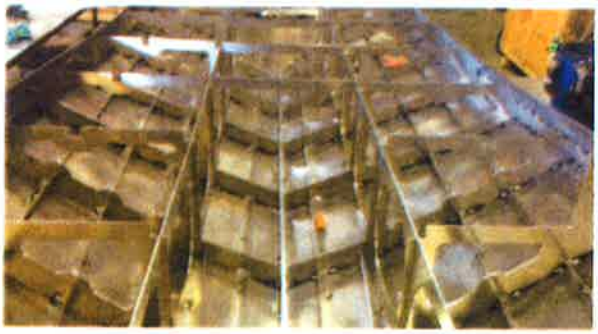
Centering our hull is the vertical keel bar (CVK), which on a platform of this size we choose to make from ½" thick 5086 aluminum. Designed to stiffen the intersection of the bottom hull plating, the CVK is the back-bone of the platform which we design to egg-crate to the frames. Following the boat from bow-eye to transom, the CVK transitions to a full height ring frame at the stern still of ½" thickness which ties the Transom to the transverse framing, deck and delta-pad of the vessel.

On either side of the fuel tank centered in the belly of the hull; our design is boxed together utilizing two (2) Full-Height Girders which egg-crate the frames together, and tying the hull bottom plating into the deck plating. This structural design creates "I" beams running the length of the hull which in use keeps the vessel from twisting.

IMS process from design to construction, utilizes techniques that allow immediate feedback ensuring the vessels are built as expected. Every platform IMS produces is fully developed utilizing 3D modeling software and reviewed regularly with manufacturing during design. Each part is cut utilizing CNC router tables, which produce a weld ready edge, no heat deformation, and no stains on the material. All parts are designed to be self-identifying, interlocking and marked with process or notes for quality assurance; if it doesn't fit immediately, our team members get to the root cause and correct the issue before moving forward. Weld plans are developed prior to the start of manufacturing, and marked accordingly on parts to ensure accuracy, consistency and

provide immediate feedback. All of our platforms are built directly to a fixed, and leveled jig. The hulls are locked to the jigs to hold the true and straightest shape possible, allowing for all internal weld-out processes to take place, decks to be installed, topsides to be completed prior to the hull being removed from the locked jig and final hull bottom weld out to occur. This process allows us to hold the fairest and straightest shape possible.





4d
6/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6/13/22**

REGULAR AGENDA ☒ **Meeting Date: 6/21/22**

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

Item summary:

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

Executive summary:
The Board of Commissioners approved Resolutions 32, 2022 to establish the Clallam County Housing Solutions Committee.
The committee shall be responsible for developing programs to promote housing solutions in Clallam County. The committee will also make recommendations to the Board of Clallam County Commissioners and the Opportunity Fund Board for expenditures of 1406 funds, American Rescue Plan Act funding related to housing solutions, Opportunity Fund infrastructure for housing and other funds that can be used for affordable housing.

- Appoint members to the Housing Solutions Committee

Commissioner Johnson will brief the Board on the requested appointments.

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

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

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: 6-3-22

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

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

RESOLUTION _____, 2022

APPOINTING MEMBERS TO THE HOUSING SOLUTIONS COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. There is a need for additional housing in Clallam County.

2. Lack of housing is a barrier to attracting new employees and new businesses to Clallam County.

3. Lack of affordable housing is impacting the quality of life of many county residents.

4. The Board of Commissioners approved Resolutions 32, 2022 to establish the Clallam County Housing Solutions Committee.

5. The committee shall be responsible for developing programs to promote housing solutions in Clallam County. The committee will also make recommendations to the Board of Clallam County Commissioners and the Opportunity Fund Board for expenditures of 1406 funds, American Rescue Plan Act funding related to housing solutions, Opportunity Fund infrastructure for housing and other funds that can be used for affordable housing.

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

1. **Caleb D. McMahon** is appointed to serve as the Port of Port Angeles representative for a standing term.

2. **Sharon E. Maggard** is appointed to serve as the Serenity House of Clallam County representative for a standing term.

PASSED AND ADOPTED this 21st day of June 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

DRAFT

4e
6/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-13-22**

REGULAR AGENDA ☒ **Meeting Date: 6-21-22**

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
A vacancy exists on the Developmental Disabilities Advisory Committee.

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

The Health and Human Services Department and the Developmental Disability Advisory Committee membership support the appointment of Pamela K. Hicks to the Developmental Disabilities Advisory Committee.

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

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

County Official signature & print name: Loni Gores Loni Gores, Clerk
Name of Employee/Stakeholder attending meeting: Jennifer Oppelt / Kelley Lawrence

Relevant Departments: HHS/BOCC

Date submitted: 5-26-22

RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE
DEVELOPMENTAL DISABILITIES ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Developmental Disabilities Advisory Committee due to the expiration of a term.

2. A press release was issued during the month of April 2022 soliciting applications from interested citizens. One application was received.

3. The Health and Human Services Department and the Developmental Disability Advisory Committee membership support the appointment of Pamela K. Hicks to the Developmental Disabilities Advisory Committee.

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

1. **Pamela K. Hicks** is appointed to serve on the Developmental Disabilities Advisory Committee for a term ending December 31, 2024.

PASSED AND ADOPTED this 21st day of June 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

A22.163
Appointee(s)
HHS

DRAFT

4f
6/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-13-22**

REGULAR AGENDA ☒ **Meeting Date: 6-21-22**

Item summary:

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

Executive summary:
A vacancy exists on the Board of Equalization for the District II position due to the expiration of a term.

A notice of vacancy was issued to the press in April 2022 to solicit applications. One application was received for the open position.

The Board of Commissioners support the appointment of Thomas L. Swanson to the Board of Equalization District II position.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners / Chelsea Millar – Board of Equalization

Relevant Departments: Board of Commissioners / Board of Equalization

Date submitted: 5-26-22

RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE BOARD OF EQUALIZATION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Board of Equalization for the District II position due to the expiration of a term.

2. A notice of vacancy was issued to the press in April 2022 to solicit applications. One application was received for the open position.

3. The Board of Commissioners support the appointment of Thomas L. Swanson to the Board of Equalization District II position.

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

1. **Thomas L. Swanson** is appointed to the District II position for a term expiring May 1, 2025.

PASSED AND ADOPTED this 21st day of June 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, Clerk of the Board

c: File A22.158
Appointee(s)
Board of Equalization

DRAFT

4g
6/21/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-13-22**

REGULAR AGENDA ☒ **Meeting Date: 6-21-22**

Item summary:

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

Executive summary:
A vacancy exists on the Port Crescent Pioneer Cemetery Advisory Board due to the expiration of a term.

A press release was issued April 2022 to solicit applications; the current member was notified of her term expiration. No other applications were received.

The member whose term is expiring indicated in writing that she wished to be reappointed.

Bill Peach, Commissioner District 3, approves of her reappointment.

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

Relevant Departments: Board of Commissioners

Date submitted: 6-1-22

RESOLUTION _____, 2022

REAPPOINTING A MEMBER TO THE
PORT CRESCENT PIONEER CEMETERY ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Port Crescent Pioneer Cemetery Advisory Board due to the expiration of a term.

2. A press release was issued April 2022 to solicit applications; the current member was notified of her term expiration. No other applications were received.

3. The member whose term is expiring indicated in writing that she wished to be reappointed.

4. Bill Peach, Commissioner District 3, approves of her reappointment.

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

1. **Ruth Scott** is reappointed to the Port Crescent Pioneer Cemetery for a term expiring June 30, 2027.

PASSED AND ADOPTED this 21st day of June 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, Clerk of the Board

_____
Bill Peach

c: A22.16
Appointee (s)

DRAFT

59
6/21/22

AGENDA ITEM SUMMARY

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

Department: Department of Community Development
WORK SESSION Meeting Date: June 13, 2022
REGULAR AGENDA Meeting Date: June 21, 2022

Required originals approved and attached?
Will be provided on:

Item summary:

Call for Hearing	Contract/Agreement/MOU - Contract #	
Resolution	Proclamation	Budget Item
Draft Ordinance	Final Ordinance	Other: Current Use Assessment Approval

Documents exempt from public disclosure attached:

Executive summary:

In the second half of 2021, Clallam County received 3 new applications for entrance into the Open Space Tax Program (Current Use), as well as 3 requests for reclassification from the Farm & Agriculture and Designated Forest Land Tax Designations into the Open Space Tax Program (Current Use). DCD Staff prepared staff reports for each application determining their eligibility for the Open Space program as well as analyzing the tax shifts that would result from said application. On May 19, 2022 the Clallam County Planning Commission held a public meeting reviewing the provided staff reports. The Planning Commission voted 6-0 to recommend that the Board of Clallam County Commissioners take action on the approval of the Second Half 2020 Current Use Assessment Applications consistent with the provided reports.

Budgetary impact: No Budgetary Impact. Approval of the Open Space Tax Program (Current Use) applications will result in new tax classifications for subject parcels, but will have no direct budgetary impact. **If a budget action is required, has it been submitted and a copy attached?**

Recommended action: Vote to Approve Current Use Assessment Applications for the Second Half of 2022.

County Official signature & print name: MaryEllen Winborn

Name of Employee/Stakeholder attending meeting: Donella Clark, Principal Planner

Relevant Departments: Department of Community Development & Office of the Assessor

Date submitted: 6/8/2022

RESOLUTION _____, 2022

AUTHORIZING ACTION ON CURRENT USE ASSESSMENT (CUA) APPLICATIONS PURSUANT TO CLALLAM COUNTY CODE CHAPTER 27.08, OPEN SPACE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act.

2. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than the highest and best use.

3. In the second half 2021, Clallam County received three requests for reclassification into the Open Space Program and three new applications into the Open Space Program.

4. In accordance with Clallam County Codes 27.08, Open Space; 26.01, Planning Agency; and Title 31, Comprehensive Plan, the Planning Commission held a duly advertised public hearing May 19, 2022 and motioned to approve the Open Space applications by a vote of 6-0.

5. The recommendation of the Planning Commission and corresponding changes in land valuation are reflected below:

Table A

Application Number	Applicant Name	Parcel Number	Parcel Acres	Acreage added to Program	Program Applied for	Tax Shift to Owner	Tax Shift to Public
CUA2021-00002	Cooper Family Living Trust	033013-438020 033013-438030	15.65 15.45	28.1	Reclass	0	$4794
CUA2021-00003	North Olympic Land Trust	063012-340300	5.19	5.19	New	0	$59
CUA2021-00004	Charlotte Watts	022905-239010 022905-239020 022905-239030 022905-239040 022905-230800 022905-230700 022905-230150	3.39 2.67 3.06 2.64 5.18 6.15 10.24	32.32	Reclass	0	$5063
CUA2021-00005	Sean and Shari Tallarico	023032-440100 023032-440075	8.04 5.04	13.08	New	0	$1210
CUA2021-00006	Legacy Acres of Joyce Washington	083132-410175	17.44	16.44	New	0	$150
CUA2021-00007	Eric & Shannalee Wehage	033131-252110 033131-252090	5.24 5.16	10.4	Reclass	$1731	0

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

1. Approve the second half 2021 Current Use Assessment application and corresponding changes reflected above as consistent with Clallam County Code, Chapter 27.08, Open Space.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

Staff Report to the Board of County Commissioners
2nd Half 2021 Current Use Assessment Applications

June 8, 2022

BACKGROUND

The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than its highest and best use. Open Space properties are assessed based on Public Benefit Resources as identified and adopted by the local legislative authority. The tax burden resulting from approval in the program is shifted to other tax payers in that taxing district. The intent is that the tax shift is offset by the public benefit derived by maintaining the property in its current use according to the chapter.

Attached are the packet items for review in preparation for the public hearing regarding the 2nd Half 2021 Current Use Assessment (CUA) applications (reclassification and new).

- Individual Staff Reports and Application Data
- Draft Decision Document
- Statistical Summary Tables

See below for a description of each section

STAFF REPORTS

Staff reports for each application under consideration are included in the County Commissioner's packets. Applications, professional reports and other supporting documents are not included, but available online. To read individual applications at Clallam.net, follow the "Permits and Licenses" link to the "online permit system."

APPLICATION DATA

Table 1 contains the summary information for the reclassification application under consideration: name, parcel number, acreage, and tax effect.

DECISION DOCUMENT

Chapter 27.08 does not require that the Planning Commission prepare Findings of Fact and Conclusions of Law when making a recommendation to the Board of County Commissioners for action on CUA Applications. However, it is important to ensure that any recommendation of the Planning Commission is well documented and that the intent of the recommendation is clearly stated to the Board of County Commissioners for their consideration and action. That is why this Decision Document has been submitted for your consideration. These documents summarize the application currently under consideration.

Notwithstanding any additional changes, staff would recommend that this document be cited when making final recommendations on this matter. Certainly, if there are any changes that

affect the outcome or decisions reached on any application, staff will modify this document accordingly to ensure it reflects the record.

STATISTICAL SUMMARIES

The tables below provide a summary of the cases under consideration in this cycle and the corresponding tax shift as a result of approval of staff recommendations and a summary of each review included in this round.

Note that the Farm Reclassifications and DFL Reclassifications result in a tax increase to the owners of individual parcels but constitute a net benefit to the public, shown in parenthesis (). This is because the taxable value (otherwise known as the Productivity Value, PV) of the farm or forest land acreage represented is "flat valued" before taxation whereas the Open Space discount is a percentage deducted from the market value.

TABLE 1: Second-Half 2021 Current Use Assessment Open Space Applications, new and reclassifications

Application Number	Applicant Name	Parcel Number	Parcel Acres	Acreage added to Program	Program Applied for	Tax Shift to Owner	Tax Shift to Public
CUA2021-00002	Cooper Family Living Trust	033013-438020 033013-438030	15.65 15.45	28.1	Reclass	0	$4794
CUA2021-00003	North Olympic Land Trust	063012-340300	5.19	5.19	New	0	$59
CUA2021-00004	Charlotte Watts	022905-239010 022905-239020 022905-239030 022905-239040 022905-230800 022905-230700 022905-230150	3.39 2.67 3.06 2.64 5.18 6.15 10.24	32.32	Reclass	0	$5063
CUA2021-00005	Sean and Shari Tallarico	023032-440100 023032-440075	8.04 5.04	13.08	New	0	$1210
CUA2021-00006	Legacy Acres of Joyce Washington	083132-410175	17.44	16.44	New	0	$150
CUA2021-00007	Eric & Shannalee Wehage	033131-252110 033131-252090	5.24 5.16	10.4	Reclass	$1731	0

Second Half 2021 Reclassifications to Open Space	
ACREAGES WITH TAX INCREASES (Reclassification to O/S)	2
DOLLAR AMOUNT OF TAX INCREASES (to owners)*	($1731)
ACREAGES WITH TAX DECREASES (new and Reclassification to O/S)	13
DOLLAR AMOUNT OF TAX INCREASES TO THE PUBLIC	$11,276

* SHIFTED FROM THE PUBLIC BACK TO THE INDIVIDUAL OWNER

Respectfully Submitted,

Donella Clark, Principal Planner

Department of Community Development, Clallam County

2nd Half 2021 Current Use Assessment Applications
Decision Document of the Clallam County Planning Commission
May 19, 2022

BACKGROUND

The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than the highest and best use. An Open Space application's tax valuation is based on Public Benefit Resources as identified by the Ratings Table and adopted by the Planning Commission. The tax burden resulting from approval in the program is shifted to tax payers not enrolled in the program within the respective taxing district. The intent is the tax shift is offset by the public benefit derived by maintaining the property in its current use.

In the second half 2021, the Clallam County Assessor's Office received 6 applications, 2 for reclassifying parcels into the County's Open Space Program from the Farm and Agriculture/Designated Forest Land classification.

In accordance with the Clallam County Open Space Code (CCC 27.08), Planning Agency (CCC 26.01), and Title 31, Clallam County Comprehensive Plan, the Planning Commission held a duly advertised public hearing on May 19, 2022.

Following the close of the public hearing and after consideration of the applications, staff recommendation, public testimony, and other information provided at the public hearing, the Clallam County Planning Commission by a vote of 6-0 hereby recommends that the Board of Clallam County Commissioners take action on the Second Half 2021 Current Use Assessment Applications consistent with Table 1.

Respectfully Submitted,

Donella Clark, Principal Planner

Department of Community Development, Clallam County

Staff Report to the Planning Commission

Current Use Assessment CUA2021-00002

May 6, 2022

Prepared by the Clallam County Department of Community Development, Planning Division

223 East Fourth Street, Port Angeles (360) 417-2277

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1. PROJECT INFORMATION:

A. Applicant:	Cooper Family Living Trust PO Box 10535 Bainbridge Island, WA 98110	
B. Property IDs:	Parcel A 033013-438020 (geographic) Parcel B 033013-438030 (geographic)	81496 (property) 81497 (property)
C. Parcel Acreage:	A. 15.65 B. 15.45	
D. Acreage Under Review:	29.1	
E. Home Site:	A. Yes, 1 acre	
F. Legal Description:	LOT B & C COOPER LLS V2 P31	
G. Zoning:	R5, Rural Low	
H. Review Synopsis:	Property is being reviewed as a reclassification request from Designated Forest Land to Current Use. Previous Staff Report or case unknown.	

2. PLANNING DIVISION ANALYSIS:

Both parcels are equally eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcels qualify for 32 PBRS points on the acreage for a 90% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Conservation Easement	CCC27.08.060(17)	23
Landslide Hazard	CCC27.08.060(13)	2
Type 5 Stream	CCC27.08.060(4)	1
Conservancy Shoreline	CCC27.08.060(9)	3
Development Pressure/Zoning	CCC27.08.060(16)(a)	3
Total		32

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. The review for reclassification from Designated Forest Land to Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcels are granted points for the Conservation Easement found in AFN: 2004-1145486.
3. The subject parcels are granted points for the presence of a Residential-Conservancy Shoreline adjacent both parcels.
4. The subject parcels are granted points for the presence of an exceptional feeder bluff located on both parcels.
5. The subject parcel is granted points for the presence of a Type 5 stream.
6. The parcel is granted points for "subdividability," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) ("*large enough to be legally subdividable*").
7. This review grants 90% discount on the eligible acreage. See below table for tax summary:

Parcel A

Current Assessed Value	Value if Approved**	2022 Levy Rate (per $1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
$357,263	$35,726	9.107475326	$3,254	$325	$2,929

**This is 10% of full Market Value of $357,263 or 90% off

Parcel B

Current Assessed Value***	Value if Approved**	2022 Levy Rate (per $1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
$225,584	$22,558	9.107475326	$2,070	$205	$1,865

**This is 10% of full Market Value of $225,584 or 90% off
***The developed acre, removed under separate action per CCC 27.08.130 & RCW 84.34.108(6)(d), is valued at $128,397and has an estimated tax of $1,169

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 90% reduction in land valuation for 29 acres total.
Staff contact: Holden Fleming, Planning Dept. (360) 417-2277.

Staff Report to the Planning Commission
Current Use Assessment CUA2021-00003

May 5, 2022

Prepared by the Clallam County Department of Community Development, Planning Division

223 East Fourth Street, Port Angeles (360) 417-2277

1. PROJECT INFORMATION:

A. Applicant: North Olympic Land Trust
PO Box 2945
Port Angeles, WA 98362

B. Property ID: 063012-340300 (geographic) 65603 (property)

C. Parcel Acreage: 5.19 total acres

D. Acreage Under Review: 5.19

E. Home Site: NO

F. Legal Description: PAR 3 SUR V11 P44 SESW EXC R/W

G. Zoning: P_PBP on approximately 45% of parcel, remainder zoned P_RS9, mixed

H. Review Synopsis: Property is being reviewed as a new application into Current Use.

2. PLANNING DIVISION ANALYSIS:

The subject parcel is eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcels qualify for 6 PBRS points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 2 Stream*	CCC27.08.060(4)	3*
Development Pressure/Zoning	CCC27.08.060(16)(a)	3
Total		6

*May be increased to 6 points if the landowner agrees to maintain a riparian buffer twice that provided by the Clallam County Critical Areas Code, Chapter 27.12 CCC

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. The review for classification into Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Type 2 stream.
3. The parcel is granted points for "subdividability," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) ("*large enough to be legally subdividable*").
4. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Parcel A

Current Assessed Value	Value if Approved *	2022 Levy Rate (per $1000 of Value) tax area 302	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
$25,950	$ 20760	10.8026749873	$283	$224	$59

*This is 80% of full Market Value of $25,950 or 20% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 5.19 acres total.
Staff contact: Holden Fleming, Planning Dept. (360) 417-2277.

Staff Report to the Planning Commission
Current Use Assessment CUA2021-00004

May 6, 2022

Prepared by the Clallam County Department of Community Development, Planning Division

223 East Fourth Street, Port Angeles (360) 417-2203

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1. AUDIT INFORMATION:

A. Owner:	Charlotte Watts 350 Chicken Coop Rd. Sequim, WA 98382	
B. Property IDs:	A. 022905-239010 (geographic)	12533 (property)
	B. 022905-239020	12536
	C. 022905-239030	12537
	D. 022905-239040	12538
	E. 022905-230800	12532
	F. 022905-230700	12531
	G. 022905-230150	86417
C. Parcel Acreage:	A. 3.39 acres B. 2.67 acres C. 3.06 acres D. 2.64 acres E. 5.18 acres F. 6.15 acres G. 10.24 acres	
D. Acreage Under Review:	A. 3.39 ac B. 1.67 ac C. 3.06 ac D. 2.64 ac E. 5.18 ac F. 6.14 ac G. 10.24 ac	
E. Home Site:	Yes, B has one acre home site A, C, D, E, F, G are vacant	
F. Legal Description:	Lots 1, 2, 3, 4 Thomas SP V 9 P30 & Lots 1,7, 8 Surv V3 P 24	
G. Zoning:	R5, Rural Low	

H. Review Synopsis: Parcels totaling 32.33 acres in Open Space classification are being re-reviewed after all 7 parcel were combined through a lot combination (AFN 2022-1434601). All currently receive discount between 5 & 10%. Original Staff Report 1996 #28. Updated CUA2019-00010

2. PLANNING DIVISION ANALYSIS:

The subject parcel is eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcels qualify for 18 PBRS points on the acreage for a 70% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 5 Stream	CCC27.08.060(4)	1
Lot Combination	CCC27.08.060(15)(b)	15
Class III Wetlands	CCC 27.08.060(8)	2
Total		18

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. The re-review for 33.33 acres of Open Space points has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code and the PBRS. These combined parcels have an unrated wetland across them along with a Type 5 Stream according to the current Critical Areas map. Unrated wetlands are eligible for 2 points on each parcel it crosses and Type 5 streams get 1 point. Additionally, The lot combination performed on all parcels qualifies the proposal for 15 points.
2. The application is consistent with the goals and policies of the Clallam County Comprehensive Plan, Title 31, for retention of open space and natural resources.
3. See below table for tax summary:

Current Assessed Value	Value if Approved	2022 Levy Rate (per $1000 of Value) Tax Area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
A. $98,900	$29,670	9.107475326	$901	$270	$631
B. $16,700	$5,010	9.107475326	$152	$46	$106
C. $95,600	$28,680	9.107475326	$871	$261	$610

D. $91,400	$27,420	9.107475326	$832	$250	$582
E. $122,250	$36,675	9.107475326	$1,113	$334	$779
F. $134,250	$40,275	9.107475326	$1,223	$367	$856
Current Assessed Value*	Value if Approved**	2022 Levy Rate (per $1000 of Value) Tax Area 201	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
G. 273,600	$82,080	7.828118522	$2,142	$643	$1,499

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject area is eligible for a 70% reduction in land valuation for 32.33 acres total.
Staff contact: Holden Fleming, Planning Dept. (360) 417-2277.

Letter to Clallam County Planning Commission

Open Space Hearing

May 18th, 2022

Commissioners—

First I would like to thank you for your support of the Open Space Program.

A brief history of my involvement with it:

Thirty-two years ago, 1990, I was able to purchase the Thomas Short Plat, almost thirteen acres, in Blyn, just off Chicken Coop Road.

At that time it was a "mess"—a barn/house, acreage that had been clear-cut around 1980-83 I believe, then burned. What remained was land scarred by livestock overgrazing, its large "meadow" mostly Canada thistle and reed canary grass and almost no trees except those bordering the property. But it had promise—a stream meandering thru it, wetlands, bogs, a large pond by the house and a smaller one at the far N. end of the property that emptied into another stream—a stream that eventually travels under Highway 101 and flows into Sequim Bay.

I felt it had great potential for a wildlife/habitat. Within the next 5 years, I was able to purchase the 3 adjoining parcels, not recently clear-cut, just beautiful native trees, wetlands, bogs. In 1996 I placed all the parcels, almost 28 acres, into Open Space.

For 32 years I have treated this property as wildlife/habitat, trying to restore this property to health: The canary grass is kept under control by mowing the meadow twice/year and the thistles are almost all gone after mowing and hand pulling. I removed the barbed wire fences; I planted a few trees around the pond (there were none when I arrived), but with nurturing, native trees and shrubs have returned. Now the ponds are ringed by huge willows and alder--beautiful riparian habitat. I can no longer see clear-cut Blyn Mountain from my back door.

"Wood Duck Hollow", completely pesticide free, has become home to innumerable species of resident and migratory birds and other wildlife—Pileated Woodpeckers nest on the property. For about 10 years, under the auspices of Arnold Schouten, I raised (from wild eggs) and released Wood Ducks onto my pond—bringing the number up from 1 pair to over 6, and the population rose to over 24. A mother bear calls the property home, and has a cub here almost every year. It is also home to resident bobcats, cougar, weasels, coyote pair and an occasional stray elk.

Year long I manage the hydraulics of two streams and 2 ponds, seasonal springs, dry wells, small dams, 3 culverts, bogs and wetlands—to keep water flowing. Three years ago, the clear-cutting of 35+ acres bordering the top of Chicken Coop Road and ending almost at Brown Maloney's back door—has made this task even more difficult—mud and debris now flow from that clear cut into Mr. Maloney's "Big Pond" and thence into the stream flowing out of it and thence into my smaller pond and culverts. Unless I can keep the channels and culverts open, the system in winter now is plugged up and overflows.

It is truly an island sanctuary--my neighbors often ask me: "You aren't planning to do anything (like build or clear cut) to your property are you?" The answer of course is no--because most of us who live around here share the same values--habitat preservation and enhancement. Clear-cutting or selling off individual parcels as I could have done, would have made life unbearable.

Last summer, the remaining 5 acres adjoining me was put up for sale at an exorbitant price. By taking money out of my retirement fund, I was able to purchase it. It is the key parcel to keeping all the property intact, and making it function properly—all the hydraulics are connected, all the plants all the animals who live here—it is all of a whole. If it had become a "hole" a clear-cut—very likely—the entire property would be diminished and for me unlivable.

Now, after many months of paperwork and difficulties encountered, all the parcels (except for the 1 acre on which the house is situated) are now one combined parcel. But last year, property taxes DOUBLED. This is not equitable and not sustainable.

However I continue my work and intention, with the only financial help coming from the Open Space Program. Until 2019, when for some reason not made clear, my tax discount was reduced from 40% to 5%-10%. If it were not for Open Space Program with discount of 70%, it would not be possible for me to remain here.

Back in 2013, the North Olympic Land Trust and I were ready to sign the final papers to place the then multiple parcels into a conservation easement—all the

discussions, inspections, paper-work were done—until a local bank changed its mortgage policy. As soon as possible, I will again ask NOLT to place this property into a conservation easement.

I will never profit monetarily from this Open Space habitat, but indirectly and in other ways I think we all will. This is a sanctuary for all life and I am temporary keeper, not owner. This is my life, my mission. I think it should be all of ours.

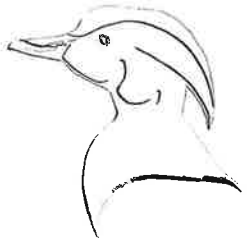
"Plants are not passive—they make the world". —*Rebecca Solnit*

"The very act of trying to look ahead to discern possibilities and offer warnings is in itself an act of hope."—*Octavia Butler*

I believe it is critical to keep the Open Space Program alive and well, for all of us.

Thank you for your time and caring.

Charlotte Watts
350 Chicken Coop Hollow Road
Sequim, WA, 98382
360 683-6642
mailto:woodukdr@olypen.com



Staff Report to the Planning Commission
Current Use Assessment CUA2021-00005

May 6, 2022

Prepared by the Clallam County Department of Community Development, Planning Division

223 East Fourth Street, Port Angeles (360) 417-2277

1. PROJECT INFORMATION:

A. Applicant:	Sean & Shari Tallarico 8061 Chalet LN NW Seabeck, WA 98380	
B. Property ID:	023032-440100 (geographic) 023032-440075	86445 (property)
C. Parcel Acreage:	A. 8.04 acres B. 5.04 acres	
D. Acreage Under Review:	13.08	
E. Home Site:	No, Both Parcels Are Currently Vacant	
F. Legal Description:	E812 OF S2 SE SE EXC SUR V7 P23 & S2 SE SE EXC SUR V7 P23 AND EXC E812 SUR V29 P90	
G. Zoning:	Rural Low, R5	
H. Review Synopsis:	Property is being reviewed as a new application into Current Use. A Lot Combination was approved and a Lot Covenant was filed (AFN2022-1434554) legally combining the above parcels.	

2. PLANNING DIVISION ANALYSIS:

The subject parcel is eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcels qualify for 17 PBRS points on the acreage for a 70% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 3 Stream	CCC27.08.060(4)	2
Lot Combination	CCC27.08.060(16)(b)	15
Total		17

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. The review for classification into Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Type 3 stream.
3. The parcel is granted points for a lot combination as described under the eligibility language of the definition found at CCC 27.08.060(16)(b).
4. This review grants 70% discount on the eligible acreage. See below table for tax summary:

Parcel A

Current Assessed Value	Value if Approved *	2020 Levy Rate (per $1000 of Value) tax area 302	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
$220,700	$ 66210	7.8281185218	$1728	$518	$1210

*This is 30% of full Market Value of $220,700 or 70% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 70% reduction in land valuation for 13.08 acres total.
Staff contact: Holden Fleming, Planning Dept. (360) 417-2277.

Staff Report to the Planning Commission

Current Use Assessment CUA2021-00006

May 6, 2022

Prepared by the Clallam County Department of Community Development, Planning Division

223 East Fourth Street, Port Angeles (360) 417-2277

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1. PROJECT INFORMATION:

   A. Applicant: Legacy Acres of Joyce Washington LLC
   51400 HWY 112
   Port Angeles, WA 98363

   B. Property ID: 083132-410175 (geographic) 51394 (property)
   023032-440075 (Personal Property Mobile Home)

   C. Parcel Acreage: A. 17.44 acres

   D. Acreage Under Review: 16.44

   E. Home Site: Yes

   F. Legal Description: W2 NE SE S OF RD EXC TX#S7200 AND 2132 AND PTN OF SE NE LYG S OF R/W PPMH PID 31581

   G. Zoning: Urban Center (UC) 63%, Rural Low Mixed (RLM) 37%

   H. Review Synopsis: Property is being reviewed as a new application into Current Use.

2. PLANNING DIVISION ANALYSIS:

   The subject parcel is eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

   The subject parcel qualifies for 4 PBRS points (10% Reduction) on the 9.98 acres in the UC zone and 7 PBRS points (20% Reduction) on the 6.46 acres in the RLM zone.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 4 Stream	CCC27.08.060(4)	2
Class III Wetland	CCC27.08.060(16)(b)	2
Development Pressure/ Zoning*	CCC27.08.060(16)(a)	3
Total		7

- Points only applied to 6.46 acres in RLM zone

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. The review for classification into Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Type 4 stream.
3. The parcel is granted points for Development Pressure Related to Zoning as described under the eligibility language of the definition found at CCC 27.08.060(16)(a).
4. The subject parcel is granted points for the presence of a class III wetland.
5. This review grants a 10% discount on the eligible acreage within the UC zone and 20% on acreage within the RLM zone. See below table for tax summary:

Legacy Acres PID 77801 9.98 Acres 10% Reduction

Current Assessed Value	Value if Approved	2022 Levy Rate (per $1000 of Value) tax area 153	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
$78,513	$70,662	8.338209286	$655	$589	$66

Legacy Acres PID 77801 6.46 Acres 20% Reduction

Current Assessed Value	Value if Approved	2022 Levy Rate (per $1000 of Value) tax area 153	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
$50,821	$40,656	8.338209286	$423	$339	$84

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 10% reduction in land valuation for 9.98 acres in the UC zone and a 20% reduction in land valuation for 6.46 acres in the RLM zone.
Staff contact: Holden Fleming, Planning Dept. (360) 417-2277.

Staff Report to the Planning Commission
Current Use Assessment CUA2021-00007

May 6, 2022

Prepared by the Clallam County Department of Community Development, Planning Division

223 East Fourth Street, Port Angeles (360) 417-2277

1. PROJECT INFORMATION:

A. Applicant:	Eric & Shannalee Wehage 15140 Palmer Ln. Tenino, WA 98589	
B. Property ID:	033131-252110 (geographic) 033131-252090	27970 (property) 27969
C. Parcel Acreage:	A. 5.24 acres B. 5.16 acres	
D. Acreage Under Review:	10.4	
E. Home Site:	No, both parcels are vacant	
F. Legal Description:	PARCEL 2 & 3 SURVEY V2 P74 MADISON DC	
G. Zoning:	Rural Low, R5	
H. Review Synopsis:	Property is being reviewed as a reclassification from Ag into Current Use.	

2. PLANNING DIVISION ANALYSIS:

The subject parcel is eligible for one category under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcels qualify for 3* PBRS points (10% Reduction) on the 10.4 acres in the R5 zone.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 2 Stream*	CCC27.08.060(4)	3
Total		3

*May be increased to 6 points if the landowner agrees to maintain a riparian buffer twice that provided by the Clallam County Critical Areas Code, Chapter 27.12 CCC

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. The review for reclassification into Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Type 2 stream.
3. This review grants a 10% discount on the eligible acreage within the R5 zone. See below table for tax summary:

Parcel A

Current Assessed Value*	Value if Approved **	2020 Levy Rate (per $1000 of Value) tax area 302	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
$2903	$ 98,286	9.1074753256	$26	$895	$869

Parcel B

Current Assessed Value*	Value if Approved **	2020 Levy Rate (per $1000 of Value) tax area 302	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
$2880	$97,529	9.1074753256	$26	$888	$862

*This is under current enrollment in Ag Lands program
**This is 90% full Market Value in R5 zone

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 10% reduction in land valuation for 10.4 acres in the R5 zone.
Staff contact: Holden Fleming, Planning Dept. (360) 417-2277.

AGENDA ITEM SUMMARY

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

5b 6/21/22

Department: Community Development (DCD)

WORK SESSION ☒ **Meeting Date: 6-21-22**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: DCD conducted a workshop with the BOCC on June 13, 2022 to provide information on the proposed new Clallam County Code Section on Forestry Conversion Ordinance that was approved by the Planning Commission on May 18, 2022. Attached is the draft Forestry Conversion Ordinance dated May 18, 2022 and the public hearing notice for the July 5, 2022. DCD has placed the draft ordinance and the background information on the Clallam County website under Current Issues and on the DCD On-line Permit System under ECL 2022-00010.

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: The BOCC schedules a Hearing for July 5, 2022 for the adoption of the Clallam County Forestry Conversion Ordinance.

County Official signature & print name: Donella Clark for Mary Ellen Winborn
Donella Clark

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

Relevant Departments: Clallam County DCD

Date submitted: June 15, 2022

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners (BOCC) will conduct a public hearing on Tuesday, **July 5, 2022** at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The hearing may also be attended by Zoom by going to https://zoom.us/join or by calling 253-215-8782 and then enter Meeting ID: 875 561 7844 Passcode: 12345.

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

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

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

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

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

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

For Publication TWICE in the
Peninsula Daily News June 22 & June 25th
Sequim Gazette June 22 & June 29th
Forks Forum June 23 & June 30th

Ordinance ____

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

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a)The application checklist, including a legal description of the property;

(b) The signature of the landowner of the property giving consent of the processing of the permit.

(c)A written narrative specifying the proposed timber harvest addressing each applicable standard of this section and other applicable Clallam County Codes (such as Shorelines, and Critical Areas)

(d) A description and map describing legal access to the property.

(e)Written authorization from the property owner agreeing to permit Clallam County to access the property to ensure compliance with the non-forestry-related conditions of the Forestry Permit issued by the DNR.

(f) The application fees are outlined in the Clallam County DCD Planning Division Fee Schedule.

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

(a)Location of existing and proposed roads, yarding areas, and access points;

(b) The general description of the topography of the entire site (including slope direction and percent slope);

(c)General location of dominant plant type (i.e. trees, shrubs, grassland);

(d) A general description of the variety of tree species present on the site. This should include the size, age and general location.

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(e)General location and type of soils;

(f) Location and type of water bodies, drainage ways, or wetlands;

(g) Location and type of Shoreline and Critical Areas;

(h) Shoreline and Critical Area Buffers where trees/vegetation will be retained

(i) How the proposal complies with all of the requirements of the Clallam County Shoreline Master Plan, Critical Areas Code, and other applicable Clallam County Codes

(j) Areas where trees/vegetation will be retained including snags

(k) Approximate limits of harvest area;

(l) General location & intended non forestry use(s), if known;

(m) Areas to be reforested

(n) Location and areas of desired timber to harvest along with desired harvest technique. This includes selective (species) harvest, partial/thinning cut, clear cuts/even aged harvest, trees to be retained (leave trees) or other (please describe); and

(o) Parcel boundaries and dimensions;

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

(a)The applicable standards of this title;

(b) The Comprehensive Plan, CCC Title 31;

(c)The Zoning Code, CCC Title 33;

(d) The Shoreline Master Program, Title 35;

(e)The Environmental Policy Code, Title 27.01;

(f) The Critical Areas Code, Title 27.12;

(g) The Stormwater Ordinance, Title 27.14

(h) The Consolidated Permit Process Code, Title 26.10;

(i) The public health, safety, welfare, use and interest.

(j) The proposed action is consistent with land uses within the zoning district in which it is located and in the vicinity of the subject property.

(k) Forest Practices Law found in RCW 76.09 and as implemented through the Forest Practice Act (WAC 222)

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

(a)May take any reasonable action to minimize damage to forest lands, timber or public resources from the direct or indirect effects of the catastrophic event; and

(b) Shall comply with any requirements of a notice to comply or stop work order as if the operations were conducted pursuant to an approved application. (RCW 76.09.060(7); WAC 222-20-070.)

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

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

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

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

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

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

(a)Lands that have been or are being converted to non-forestry use;

(b) Forested land on parcels that are 2 acres or smaller in size within an Urban Growth Area;

(c)Lands with a likelihood of future conversion to urban development within the next 10 years; and

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

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

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

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

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

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

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

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

(a)A Class IV General FPA

(b) A COHP approved by Clallam County, provided that the provisions of the COHP are implementation through the FPA issued by DNR.

(c)Approved Class II, III or IV Special FPA applications that have either been withdrawn or expired, and no harvest in reliance upon such approval has taken place.

(d) Areas where no timber was harvested under the FPA

(e)Expansions, alterations, or maintenance of existing structures or the construction of accessory structures within developed areas (i.e. area not in forestry use as documented by current use or taxing program,)

(f) Land Divisions/Boundary line adjustments done for purposes of conservation of open space/natural areas or on portions of the property where no timber harvest occurred.

(3) **Release of Moratorium.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) **Failure to Comply with Reforestation Requirements.**

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

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

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

(1) **Purpose of COHP.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, CMC
Clerk of the Board

_____
Bill Peach

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6/21/22

AGENDA ITEM SUMMARY

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

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date: June 13, 2022**

REGULAR AGENDA ☒ **Meeting Date: June 21, 2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
This item is a resolution to temporarily close Cooper Ranch Road between milepost 0.23 and milepost 0.40. The closure period shall not exceed 90 days or October 17th, whichever comes first. This closure is necessary in order to replace a fish passage barrier in Kugel Creek.

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

None

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

That the Commissioners review, approve and sign this resolution.

County Official signature & print name: Mary Peterson for Joe Donisi, P.E.

Name of Employee/Stakeholder attending meeting: Joe Donisi & Steve Hoffman

Relevant Departments: Public Works/Road

Date submitted: 06/08/2022

CR RESOLUTION _____, 2022

RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF COOPER RANCH ROAD – ROAD NO. 20650

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County Engineer has determined that Cooper Ranch Road, between milepost 0.23 and milepost 0.40, needs to be closed completely for 90 calendar days during the period beginning July 18, 2022, and ending October 17, 2022, in order to install a new culvert in Kugel Creek removing an existing fish passage barrier.

2. During the closure of this segment of Cooper Ranch Road, motorists may utilize US 101 to Mary Clark Road as a detour back to Cooper Ranch Road.

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

1. That Cooper Ranch Road will be closed between milepost 0.23 and milepost 0.40 for a period no longer than 90 calendar days during the period beginning July 18, 2022 and ending October 17, 2022.

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 _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

Please Publish: June 24, 2022

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