



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, June 11, 2024 – 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: <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

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

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 3

Approval of vouchers 

- 1b. Approval of minutes for the week of June 3

Approval of minutes 

- 1c. Letter authorizing for Defense Community Infrastructure Program

Letter 

- 1d. Call for hearing to be held on Tuesday, June 25, 2024 at 10:30 a.m. regarding a resolution authorizing a grant from the Opportunity Fund to Clallam County Public Works ? Clallam Bay/Seki System Pump Station Replacement Project

Call for hearing 

- 1e. Resolution modifying change funds for the Health and Human Services Department

Resolution 

- 1f. Resolution Appointing Jesse Major as the Public Records Officer

Resolution 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Signature Roof Services, LLC for the Fairgrounds Art Barn Roof Replacement Project

Agreement 

- 2b. Agreement amendment 1 with Norpoint Protective Services for Courthouse security

Agreement amendment 1 

- 2c. Interlocal agreement with City of Forks, City of Port Angeles and City of Sequim for Climate Planning Grant

Agreement 

- 2d. Agreement amendment 18 with Department of Health for WIC Programs and Group A Water Systems

Agreement amendment 18 

- 2e. Agreement amendment 1 with Department of Social and Health Services for Developmental Disabilities

Agreement 

- 2f. Agreement with Lower Elwha Klallam Tribe for North Olympic Peninsula Recompete Coalition

Agreement 

- 2g. Agreement with Jamestown S?Klallam Tribe for North Olympic Peninsula Recompete Coalition

Agreement 

COMMUNITY DEVELOPMENT

- 3a. Call for hearing to be held on Tuesday, June 25, 2024 at 10:30 a.m. regarding an Ordinance titled Agricultural Uses

Call for hearing 

PUBLIC WORKS

- 4a. Request of waiver of Bid/RFP/Quote requirement and approval of quote for the Olympic Adventure Trail OAT Whiskey Creek Bridge Replacement Project

Request for waiver of bid/RFP/quote 

BUDGET

- 5a. Notice that the following supplemental appropriations will be considered by Resolution on June 25:
Sheriff - Operations - Additional funding from Washington State Department of Commerce for programs supporting STOP (Services, Training, Officers, and Prosecutors) Violence Against Women to be used for deputies to participate in approve classes in support of the grant mission/\$4,000
Auditor - Additional funding for Security Services from Norpoint Protective Services for the Elections Division from July - December 2024/\$43,780

Supplemental appropriations 

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION - 1:30 p.m.

The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held at 1:30 p.m., Tuesday, June 11, 2024 in the Commissioner's Board Room, 223 East 4th Street, Port Angeles, Room 160.

The purpose of the special meeting is to facilitate an Executive Session with the Prosecuting Attorney's Office, per RCW 42.30.110. No virtual option will be available.

Agency matters relating to agency enforcement actions, or 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...

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

Executive Session 

The following meetings are scheduled for the Board of Commissioners June 10-14:
Meetings below are held in the BOCC Board Room 160 unless indicated otherwise

Monday, June 10:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update (Virtually with WSAC)

Tuesday, June 11:

10:00 a.m. Board Meeting

Wednesday, June 12:

8:00 a.m. Coffee with Colleen (Virtually with EDC)

4:00 p.m. Cascadia Water Meeting (hosted by Washington Utilities and Transportation Commission)

Thursday, June 13:

1:00 p.m. KONP Radio Show (Live on KONP Radio 101.7 FM)

Friday, June 14:

4:00 p.m. KSQM Radio Show (Live on KSQM Radio 91.5 FM)

4:00 p.m. Flag Day Ceremony (216 S. Francis Street, Port Angeles)

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.

- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

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

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



1a

JUN 11 2024

Date of report: June 5, 2024

General Fund	\$278,997.12
Other Funds	\$1,384,166.66
Total	\$1,663,163.78

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 _____ 2024.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MIKE FRENCH, Chair

RANDY JOHNSON

MARK OZIAS

TODD MIELKE, County Administrator

Weekly Expenditures

June 3 - 7, 2024

Fund #	Department	Expenditures		Use Tax	
		General Fund (GF)	Other Funds	General Fund (GF)	Other Funds
00100.211	Assessor	3,512.00			
00100.221	Auditor	46,557.59			
00100.241/291/831	Commissioners (BOCC)	24,555.24			
19914.291	BOCC - Veterans Relief		39.60		
19925.291	BOCC - Hotel/Motel		274,400.00		
00100.331-334	Dept. of Community Develop't (DCD)	2,924.11			
30301.331	DCD - Lower Dungeness Floodplain		264.45		
00100.871	District Court I	2,374.01			
00100.881	District Court II	291.25			
11301.511	Health & Human Services (HHS)		59,474.81		
00100.511	HHS - Environmental Health	12,939.38			
11322.511	HHS - Homeless Task Force		8,586.64		
11323.511	HHS - Chem Dep/Mental Hlth		90,948.63		
11331.511	HHS - Developmental Disabilities		59,184.33		
00100.461	Human Resources (HR)	1,912.50			
50401.461	HR - Risk Management		5,633.20		
00100.411	Information Technology (IT)	562.76			
00100.851	Juvenile Services	5,395.83			
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		790.09		
00100.911/912	Parks Fair Facilities (PFF)	2,901.33			
30501.911	PFF - Capital Projects		14,083.75		
00100.841-843	Prosecuting Attorney	234.80			
	Public Works (PW)				
10101.611	PW - Roads		85,433.69		
41401.611	PW - Clallam/Sekiu Sewer		318,009.38		
42401.611	PW - Carlsborg Sewer		223.06		
43401.611	PW - Bullman Beach Water System		739.23		
50301.611	PW - ER&R (Equip't Rental & Revolving)		454,277.94		
00100.811-815,817	Sheriff	127,140.67			
00100.816	Sheriff - Jail Medical	982.87			
11008.811	Sheriff - OPNET Drug		2,021.60		
11065.811	Sheriff - OPSCAN Operations		6,653.36		
11080.811	Sheriff - Inmate Commissary		253.00		2.49
00100.891	Superior Court Clerk	282.78			
00100.231	Treasurer	45,725.00			
12201.231	Treasurer - O&M (Operation & Maintenance)		3,147.41		
00100.931	WSU Extension	705.00			
Total		278,997.12	1,384,164.17	-	2.49

VISA statement balance:

Statement date:

Report Reconciliation		Totals			
Total	1,663,161.29	General Fund	278,997.12		
Final Check Lists	1,663,161.29	Other Non-GF	1,384,166.66		
Difference	-	VISA charges	-		
		Total	1,663,163.78	Use Tax	2.49

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

COPY

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
6/11/2024	SWANSONS SERVICES CORP.	1840592	jkoon	28.00	2.49	28.00
Totals:				28.00	2.49	28.00

0.*

warrants

1,457,306.63+

JES 209,854.66+

use tax 2.49+

1,663,163.78*+

0.*

Entry Title Inter Department Invoices
Date 5/30/2024

entry #

E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment
B	00100	.000	11110.00.0000	Assessor	1756.00	2024.101E 0424 vehicle rental
E	00100	.211	51424.45.0015	Assessor	1756.00	2024.101E 0424 vehicle rental
R	50301	.611	34810.00.0010	PW - ER&R	1756.00	2024.101E 0424 vehicle rental
B	50301	.000	11110.00.0000	PW - ER&R	1756.00	2024.101E 0424 vehicle rental
B	00100	.000	11110.00.0000	Assessor	1756.00	2024.128E 0524 vehicle rental
E	00100	.211	51424.45.0015	Assessor	1756.00	2024.128E 0524 vehicle rental
R	50301	.611	34810.00.0010	PW - ER&R	1756.00	2024.128E 0524 vehicle rental
B	50301	.000	11110.00.0000	PW - ER&R	1756.00	2024.128E 0524 vehicle rental
B	00100	.000	11110.00.0000	Auditor	70.74	2024.062R 0524 ballot box repair
E	00100	.221	51440.41.0020	Auditor	70.74	2024.062R 0524 ballot box repair
R	10101	.611	36991.00.0010	PW - Roads	70.74	2024.062R 0524 ballot box repair
B	10101	.000	11110.00.0000	PW - Roads	70.74	2024.062R 0524 ballot box repair
B	30301	.000	11110.00.0000	DCD	210.00	G157 24-0265 Water Quality Monitoring Tests
E	30301	.331	55310.41.0020	DCD	210.00	G157 24-0265 Water Quality Monitoring Tests
R	00100	.511	34620.00.0120	HHS - EH	210.00	G157 24-0265 Water Quality Monitoring Tests
B	00100	.000	11110.00.0000	HHS - EH	210.00	G157 24-0265 Water Quality Monitoring Tests
B	00100	.000	11110.00.0000	DCD	1000.00	2024.097E 4/24 vehicle rent
E	00100	.331	52460.45.0015	DCD	1000.00	2024.097E 4/24 vehicle rent
R	50301	.611	34810.00.0030	PW - ER&R	1000.00	2024.097E 4/24 vehicle rent
B	50301	.000	11110.00.0000	PW - ER&R	1000.00	2024.097E 4/24 vehicle rent
B	00100	.000	11110.00.0000	DCD	1260.00	2024.097E 4/24 vehicle rent
E	00100	.333	52420.45.0015	DCD	1260.00	2024.097E 4/24 vehicle rent
R	50301	.611	34810.00.0030	PW - ER&R	1260.00	2024.097E 4/24 vehicle rent
B	50301	.000	11110.00.0000	PW - ER&R	1260.00	2024.097E 4/24 vehicle rent
B	30301	.000	11110.00.0000	DCD	54.45	G157 2024.105E 04/24 vehicle rent
E	30301	.331	55310.45.0015	DCD	54.45	G157 2024.105E 04/24 vehicle rent
R	50301	.611	34810.00.0030	PW - ER&R	54.45	G157 2024.105E 04/24 vehicle rent
B	50301	.000	11110.00.0000	PW - ER&R	54.45	G157 2024.105E 04/24 vehicle rent
B	00100	.000	11110.00.0000	DCD	214.50	G157 2024.105E 04/24 vehicle rent
E	00100	.332	55490.45.0015	DCD	214.50	G157 2024.105E 04/24 vehicle rent
R	50301	.611	34810.00.0030	PW - ER&R	214.50	G157 2024.105E 04/24 vehicle rent
B	50301	.000	11110.00.0000	PW - ER&R	214.50	G157 2024.105E 04/24 vehicle rent
B	00100	.000	11110.00.0000	DCD	75.90	G157 2024.105E 04/24 vehicle rent
E	00100	.334	55860.45.0015	DCD	75.90	G157 2024.105E 04/24 vehicle rent
R	50301	.611	34810.00.0030	PW - ER&R	75.90	G157 2024.105E 04/24 vehicle rent
B	50301	.000	11110.00.0000	PW - ER&R	75.90	G157 2024.105E 04/24 vehicle rent
B	00100	.000	11110.00.0000	DCD	3.30	G157 2024.105E 04/24 vehicle rent
E	00100	.333	55850.45.0015	DCD	3.30	G157 2024.105E 04/24 vehicle rent
R	50301	.611	34810.00.0030	PW - ER&R	3.30	G157 2024.105E 04/24 vehicle rent
B	50301	.000	11110.00.0000	PW - ER&R	3.30	G157 2024.105E 04/24 vehicle rent

Assessor	00100.211	3,512.00
Auditor	00100.221	70.74
DCD	00100.331	1,000.00
	00100.332	214.50
	00100.333	1,263.30
	00100.334	75.90
	30301.331	264.45
HHS	00100.511	1,780.00
	11301.511	217.77
	11322.511	12.80
	11323.511	83,015.58
	11331.511	35.61
Juv Svcs	00100.851	1,990.00
Nox Weeds	13001.381	435.84
Sheriff	00100.811	50,729.34
	00100.813	600.00
	00100.814	596.95
	00100.815	8,412.21
	00100.817	703.18
	11008.811	1,877.37
	11065.811	525.00
Veteran's	19914.291	39.60
WSU Ext	00100.931	705.00
		<u>158,077.14</u>
math check		

JE's

0 *

158,077.14 +
47,777.52 +
205,854.66 *

0 *

Entry Title
Date

Inter Department Invoices
5/30/2024

entry #

E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment
B	11323	.000.	11110.00.0000	HHS - CDMH	9141.96	CCSCA 4-15-24 CDMH Drug Court 0324
E	11323	.511.	56611.41.5040	HHS - CDMH	9141.96	CCSCA 4-15-24 CDMH Drug Court 0324
R	00100	.861.	34630.00.0020	Sup Ct	9141.96	CCSCA 4-15-24 CDMH Drug Court 0324
B	00100	.000.	11110.00.0000	Sup Ct	9141.96	CCSCA 4-15-24 CDMH Drug Court 0324
B	11323	.000.	11110.00.0000	HHS - CDMH	12899.88	CCSCA 4-15-24 CDMH LIFT Court 0324
E	11323	.511.	56611.41.5150	HHS - CDMH	12899.88	CCSCA 4-15-24 CDMH LIFT Court 0324
R	00100	.861.	34630.00.0010	Sup Ct	12899.88	CCSCA 4-15-24 CDMH LIFT Court 0324
B	00100	.000.	11110.00.0000	Sup Ct	12899.88	CCSCA 4-15-24 CDMH LIFT Court 0324
B	00100	.000.	11110.00.0000	HHS - EH	890.00	2024.098E 0424 vehicle rent
E	00100	.511.	56254.45.0015	HHS - EH	890.00	2024.098E 0424 vehicle rent
R	50301	.611.	34810.00.0040	PW - ER&R	890.00	2024.098E 0424 vehicle rent
B	50301	.000.	11110.00.0000	PW - ER&R	890.00	2024.098E 0424 vehicle rent
B	00100	.000.	11110.00.0000	HHS - EH	890.00	2024.098E 0424 vehicle rent
E	00100	.511.	56256.45.0015	HHS - EH	890.00	2024.098E 0424 vehicle rent
R	50301	.611.	34810.00.0040	PW - ER&R	890.00	2024.098E 0424 vehicle rent
B	50301	.000.	11110.00.0000	PW - ER&R	890.00	2024.098E 0424 vehicle rent
B	11301	.000.	11110.00.0000	HHS	86.92	2024.084E Fuel Mar 2024
E	11301	.511.	56240.31.0020	HHS	86.92	2024.084E Fuel Mar 2024
R	50301	.611.	34850.14.0200	PW - ER&R	86.92	2024.084E Fuel Mar 2024
B	50301	.000.	11110.00.0000	PW - ER&R	86.92	2024.084E Fuel Mar 2024
B	11323	.000.	11110.00.0000	HHS - CDMH	11.12	24MB003 Postage Q12024 CDMH
E	11323	.511.	56611.42.0020	HHS - CDMH	11.12	24MB003 Postage Q12024 CDMH
R	00100	.291.	34170.00.0030	BOCC Nondepartmental	11.12	24MB003 Postage Q12024 CDMH
B	00100	.000.	11110.00.0000	BOCC Nondepartmental	11.12	24MB003 Postage Q12024 CDMH
B	11331	.000.	11110.00.0000	HHS - DDD	35.61	24MB003 Postage Q1 2024 DDD
E	11331	.511.	56810.42.0020	HHS - DDD	35.61	24MB003 Postage Q1 2024 DDD
R	00100	.291.	34170.00.0030	BOCC Nondepartmental	35.61	24MB003 Postage Q1 2024 DDD
B	00100	.000.	11110.00.0000	BOCC Nondepartmental	35.61	24MB003 Postage Q1 2024 DDD
B	11322	.000.	11110.00.0000	HHS - HTF	12.80	24MB003 Postage Q1 2024 HTF
E	11322	.511.	56540.42.0020	HHS - HTF	12.80	24MB003 Postage Q1 2024 HTF
R	00100	.291.	34170.00.0030	BOCC Nondepartmental	12.80	24MB003 Postage Q1 2024 HTF
B	00100	.000.	11110.00.0000	BOCC Nondepartmental	12.80	24MB003 Postage Q1 2024 HTF
B	11301	.000.	11110.00.0000	HHS - HOPS	130.85	24MB003 Postage Q1 2024 HOPS
E	11301	.511.	56210.42.0020	HHS - HOPS	130.85	24MB003 Postage Q1 2024 HOPS
R	00100	.291.	34170.00.0030	BOCC Nondepartmental	130.85	24MB003 Postage Q1 2024 HOPS
B	00100	.000.	11110.00.0000	BOCC Nondepartmental	130.85	24MB003 Postage Q1 2024 HOPS
B	11323	.000.	11110.00.0000	HHS - CDMH	143.62	CDMH Therapeutic Court Q1 2024
E	11323	.511.	56611.41.5150	HHS - CDMH	143.62	CDMH Therapeutic Court Q1 2024
R	00100	.891.	34630.00.0010	Clerk	143.62	CDMH Therapeutic Court Q1 2024
B	00100	.000.	11110.00.0000	Clerk	143.62	CDMH Therapeutic Court Q1 2024
B	11323	.000.	11110.00.0000	HHS - CDMH	60819.00	1stQ2024 CDMH Hargrove
E	11323	.511.	56611.41.5160	HHS - CDMH	60819.00	1stQ2024 CDMH Hargrove
R	00100	.851.	34270.04.0018	Juv Svcs	60819.00	1stQ2024 CDMH Hargrove
B	00100	.000.	11110.00.0000	Juv Svcs	60819.00	1stQ2024 CDMH Hargrove

Entry Title
Date

Inter Department Invoices
5/30/2024

entry #

E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment
B	00100	.000.	11110.00.0000	Juv Svcs	1990.00	2024.103E 04/24 vehicle rental
E	00100	.851.	52760.45.0015	Juv Svcs	1990.00	2024.103E 04/24 vehicle rental
R	50301	.611.	34810.00.0060	PW - ER&R	1990.00	2024.103E 04/24 vehicle rental
B	50301	.000.	11110.00.0000	PW - ER&R	1990.00	2024.103E 04/24 vehicle rental
B	13001	.000.	11110.00.0000	Nox Weeds	63.39	2024.093E 03/24 fuel
E	13001	.381.	55360.45.0015	Nox Weeds	63.39	2024.093E 03/24 fuel
R	50301	.611.	34810.00.0070	PW - ER&R	63.39	2024.093E 03/24 fuel
B	50301	.000.	11110.00.0000	PW - ER&R	63.39	2024.093E 03/24 fuel
B	13001	.000.	11110.00.0000	Nox Weeds	242.10	2024.112E 04/24 fuel
E	13001	.381.	55360.45.0015	Nox Weeds	242.10	2024.112E 04/24 fuel
R	50301	.611.	34810.00.0070	PW - ER&R	242.10	2024.112E 04/24 fuel
B	50301	.000.	11110.00.0000	PW - ER&R	242.10	2024.112E 04/24 fuel
B	13001	.000.	11110.00.0000	Nox Weeds	130.35	2024.106E 04/24 vehicle rental
E	13001	.381.	55360.45.0015	Nox Weeds	130.35	2024.106E 04/24 vehicle rental
R	50301	.611.	34810.00.0120	PW - ER&R	130.35	2024.106E 04/24 vehicle rental
B	50301	.000.	11110.00.0000	PW - ER&R	130.35	2024.106E 04/24 vehicle rental
B	00100	.000.	11110.00.0000	CCSO	56.50	1481 5/10/24 Apr 2024 CB/Sekiu Sewer
E	00100	.811.	52150.47.0040	CCSO	56.50	1481 5/10/24 Apr 2024 CB/Sekiu Sewer
R	41401	.611.	34354.90.0000	PW - CB/SQ SEWER	56.50	1481 5/10/24 Apr 2024 CB/Sekiu Sewer
B	41401	.000.	11110.00.0000	PW - CB/SQ SEWER	56.50	1481 5/10/24 Apr 2024 CB/Sekiu Sewer
B	00100	.000.	11110.00.0000	CCSO	198.00	2024.108E 4/24 LABOR
E	00100	.814.	52560.41.5120	CCSO	198.00	2024.108E 4/24 LABOR
R	50301	.611.	34830.21.0511	PW - ER&R	198.00	2024.108E 4/24 LABOR
B	50301	.000.	11110.00.0000	PW - ER&R	198.00	2024.108E 4/24 LABOR
B	00100	.000.	11110.00.0000	CCSO	46.20	2024.116E 5/24 FUEL
E	00100	.811.	52122.41.5120	CCSO	46.20	2024.116E 5/24 FUEL
R	50301	.611.	34850.14.0200	PW - ER&R	46.20	2024.116E 5/24 FUEL
B	50301	.000.	11110.00.0000	PW - ER&R	46.20	2024.116E 5/24 FUEL
B	00100	.000.	11110.00.0000	CCSO	46.21	2024.116E 5/24 FUEL
E	00100	.815.	52360.41.5120	CCSO	46.21	2024.116E 5/24 FUEL
R	50301	.611.	34850.14.0200	PW - ER&R	46.21	2024.116E 5/24 FUEL
B	50301	.000.	11110.00.0000	PW - ER&R	46.21	2024.116E 5/24 FUEL
B	00100	.000.	11110.00.0000	CCSO	128.18	2024.116E 5/24 FUEL
E	00100	.817.	52510.41.5120	CCSO	128.18	2024.116E 5/24 FUEL
R	50301	.611.	34850.14.0200	PW - ER&R	128.18	2024.116E 5/24 FUEL
B	50301	.000.	11110.00.0000	PW - ER&R	128.18	2024.116E 5/24 FUEL
B	00100	.000.	11110.00.0000	CCSO	313.98	2024.116E 5/24 FUEL
E	00100	.814.	52560.41.5120	CCSO	313.98	2024.116E 5/24 FUEL
R	50301	.611.	34850.14.0200	PW - ER&R	313.98	2024.116E 5/24 FUEL
B	50301	.000.	11110.00.0000	PW - ER&R	313.98	2024.116E 5/24 FUEL
B	00100	.000.	11110.00.0000	CCSO	84.97	2024.116E 5/24 PARTS
E	00100	.814.	52560.41.5120	CCSO	84.97	2024.116E 5/24 PARTS
R	50301	.611.	34840.11.0200	PW - ER&R	84.97	2024.116E 5/24 PARTS
B	50301	.000.	11110.00.0000	PW - ER&R	84.97	2024.116E 5/24 PARTS

Entry Title
Date

Inter Department Invoices
5/30/2024

entry #

E/R/B Fund number BARS number Description Debit Credit Comment

B	11008	.000.	11110.00.0000	CCSO		385.01	2024.117E 4/24 PARTS
E	11008	.811.	52123.41.5120	CCSO	385.01		2024.117E 4/24 PARTS
R	50301	.611.	34840.11.0200	PW - ER&R		385.01	2024.117E 4/24 PARTS
B	50301	.000.	11110.00.0000	PW - ER&R	385.01		2024.117E 4/24 PARTS
B	11008	.000.	11110.00.0000	CCSO		1416.84	2024.117E 4/24 TIRES
E	11008	.811.	52123.41.5120	CCSO	1416.84		2024.117E 4/24 TIRES
R	50301	.611.	34840.17.0200	PW - ER&R		1416.84	2024.117E 4/24 TIRES
B	50301	.000.	11110.00.0000	PW - ER&R	1416.84		2024.117E 4/24 TIRES
B	11008	.000.	11110.00.0000	CCSO		75.52	2024.117E 4/24 FUEL
E	11008	.811.	52123.41.5120	CCSO	75.52		2024.117E 4/24 FUEL
R	50301	.611.	34850.14.0200	PW - ER&R		75.52	2024.117E 4/24 FUEL
B	50301	.000.	11110.00.0000	PW - ER&R	75.52		2024.117E 4/24 FUEL
B	00100	.000.	11110.00.0000	CCSO		3800.00	2024.104E 04/24 VEH RENTAL CG5 CG7
E	00100	.815.	52360.45.0015	CCSO	3800.00		2024.104E 04/24 VEH RENTAL CG5 CG7
R	50301	.611.	34810.00.0110	PW - ER&R		3800.00	2024.104E 04/24 VEH RENTAL CG5 CG7
B	50301	.000.	11110.00.0000	PW - ER&R	3800.00		2024.104E 04/24 VEH RENTAL CG5 CG7
B	00100	.000.	11110.00.0000	CCSO		3800.00	2024.131E 5/24 VEH RENTAL CG5 CG7
E	00100	.815.	52360.45.0015	CCSO	3800.00		2024.131E 5/24 VEH RENTAL CG5 CG7
R	50301	.611.	34810.00.0110	PW - ER&R		3800.00	2024.131E 5/24 VEH RENTAL CG5 CG7
B	50301	.000.	11110.00.0000	PW - ER&R	3800.00		2024.131E 5/24 VEH RENTAL CG5 CG7
B	00100	.000.	11110.00.0000	CCSO		3143.83	2024.096E 4/24 MILEAGE
E	00100	.811.	52110.45.0015	CCSO	3143.83		2024.096E 4/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		3143.83	2024.096E 4/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	3143.83		2024.096E 4/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		3015.00	2024.096E 4/24 MILEAGE
E	00100	.811.	52121.45.0015	CCSO	3015.00		2024.096E 4/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		3015.00	2024.096E 4/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	3015.00		2024.096E 4/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		43194.81	2024.096E 4/24 MILEAGE
E	00100	.811.	52122.45.0015	CCSO	43194.81		2024.096E 4/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		43194.81	2024.096E 4/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	43194.81		2024.096E 4/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		1273.00	2024.096E 4/24 MILEAGE
E	00100	.811.	52180.45.0015	CCSO	1273.00		2024.096E 4/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		1273.00	2024.096E 4/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	1273.00		2024.096E 4/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		600.00	2024.096E 4/24 MILEAGE
E	00100	.813.	55430.45.0015	CCSO	600.00		2024.096E 4/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		600.00	2024.096E 4/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	600.00		2024.096E 4/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		766.00	2024.096E 4/24 MILEAGE
E	00100	.815.	52360.45.0015	CCSO	766.00		2024.096E 4/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		766.00	2024.096E 4/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	766.00		2024.096E 4/24 MILEAGE
B	11065	.000.	11110.00.0000	CCSO		525.00	2024.096E 4/24 MILEAGE
E	11065	.811.	52880.45.0015	CCSO	525.00		2024.096E 4/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		525.00	2024.096E 4/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	525.00		2024.096E 4/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		575.00	2024.096E 4/24 MILEAGE
E	00100	.817.	52510.45.0015	CCSO	575.00		2024.096E 4/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		575.00	2024.096E 4/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	575.00		2024.096E 4/24 MILEAGE

Entry Title
Date

Inter Department Invoices
5/30/2024

entry #

E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment
B	19914	.000. 11110.00.0000	Veterans		39.60	2024.107E 0424 Vehicle Rental
E	19914	.291. 56520.45.0015	Veterans	39.60		2024.107E 0424 Vehicle Rental
R	50301	.611. 34810.00.0020	PW - ER&R		39.60	2024.107E 0424 Vehicle Rental
B	50301	.000. 11110.00.0000	PW - ER&R	39.60		2024.107E 0424 Vehicle Rental
B	00100	.000. 11110.00.0000	WSU Ext		705.00	2024.102E 0424 Vehicle Rental
E	00100	.931. 57121.45.0015	WSU Ext	705.00		2024.102E 0424 Vehicle Rental
R	50301	.611. 34810.00.0120	PW - ER&R		705.00	2024.102E 0424 Vehicle Rental
B	50301	.000. 11110.00.0000	PW - ER&R	705.00		2024.102E 0424 Vehicle Rental
TOTALS				316154.28	316154.28	158077.14

Entry Title Date		Inter Department Invoices 5/30/2024			entry #			
E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment		
E	00100	.331.	55864.45.0020	DCD	190.00	2024 Fair Yellow Midway Space		
R	00100	.912.	36240.00.0010	PFF		2024 Fair Yellow Midway Space	190.00	
E	00100	.851.	52760.31.0067	Juv Svcs	2487.75	C24-018 4/24 Detention Meals		
R	00100	.815.	34270.00.0050	Sheriff		C24-018 4/24 Detention Meals	2487.75	
E	00100	.842.	51580.42.0020	Prosecutor	214.30	24MB002 Q1 2024 Postage		
R	00100	.291.	34170.00.0030	BOCC		24MB002 Q1 2024 Postage	214.30	
E	00100	.841.	51535.41.0020	Prosecutor	20.50	Clerks papers 04/24		
R	00100	.891.	34134.00.0000	Clerk		Clerks papers 04/24	20.50	
E	00100	.811.	52122.48.0155	Sheriff	44864.97	CCSO - Axon 2/22/24		
R	00100	.461.	36991.11.0010	HR		CCSO - Axon 2/22/24	44864.97	
			totals		47777.52	47777.52		
			entry balance			0.00		

Totals by BARS #:		
DCD	00100.331	190.00
Juv Svcs	00100.851	2,487.75
Prosecutor	00100.841	20.50
Prosecutor	00100.842	214.30
Sheriff	00100.811	44,864.97
		47,777.52

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0019068	K & H PRINTERS INC	066236B	5/29/2024	PRINTING AND BINDING NOV	25,530.43	
			066263A	5/29/2024	PRINTING AND BINDING AUG	20,887.15	46,417.58
6/11/2024	0046683	ODP BUSINESS SOLUTIONS	L367686703001	5/17/2024	CALCULATOR INK ROLLS, CC	59.04	
			367687901001	5/17/2024	RED INK REFILL FOR STAMP	10.23	69.27
Sub total for U S BANK:							46,486.85

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46,486.85+
298,955.24+
180.41+
2,374.01+
291.25+
146,072.03+
7,545.70+
915.28+
918.08+
354.25+
16,985.08+
454,277.94+
85,081.17+
318,971.67+
27,759.61+
982.87+
282.78+
48,872.41+
1,457,306.63*+

warrants

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Final Check List
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	6/11/2024	0000355	CLALLAM COUNTY PARKS, FARES 40 PFF CB	5/29/2024	SERVICES PER CONTRACT 1	75,000.00	75,000.00
	6/11/2024	0000359	CLALLAM COUNTY PUBLIC WRES 40 PW OAT	5/29/2024	SERVICES PER CONTRACT 1	84,400.00	84,400.00
	6/11/2024	0000382	CODE PUBLISHING COMPANY GCI0013952	5/30/2024	MUNICIPAL CODE WEB UPDA	204.74	204.74
	6/11/2024	0001262	PORT OF PORT ANGELES 3428506	5/29/2024	HIGH PEAK RECOMPETE SFF	23,926.88	23,926.88
	6/11/2024	0046683	ODP BUSINESS SOLUTIONS L367237623001	5/29/2024	PAPER, WIRELESS MICE	83.62	83.62
	6/11/2024	0046882	PORT ANGELES WATERFRONT RES 40 PA WAT	5/29/2024	SERVICES PER CONTRACT 1	100,000.00	100,000.00
	6/11/2024	0047087	TURNER, REBECCA RT 5/29/2024	5/29/2024	WA SOCIETY OF CPA'S DUES	340.00	340.00
	6/11/2024	0049795	CLALLAM BAY SEKI VISITOR RES 40 CB/SEK	5/29/2024	SERVICES PER CONTRACT 1	15,000.00	15,000.00
Sub total for U S BANK:							298,955.24

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Final Check List
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	6/11/2024	0046683	ODP BUSINESS SOLUTIONS L368319552001	5/20/2024	BLDG/ADMIN OFFICE SUPPLI	116.93	
			368337805001	5/20/2024	ADMIN OPERATING SUPPLIE	63.48	180.41
Sub total for U S BANK:							180.41

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Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	6/11/2024	0000023	ADVANCED TRAVEL	2TRAVADVMW2	6/4/2024	ADVANCE TRAVEL	643.20
				TRAVADTV24	6/4/2024	ADVANCE TRAVEL	643.20
				1TRAVADVMW2	6/4/2024	ADVANCE TRAVEL	579.90
							1,866.30
	6/11/2024	0001140	OLYMPIC PRINTERS INC	34621	5/8/2024	MARRISSA WILLIAMS BUSINE	119.79
							119.79
	6/11/2024	0041215	WILLIAMS, MARRISSA	MW2024#2	5/30/2024	CONFERENCE REIMBURSEM	377.72
				MW2024#1	5/30/2024	CONFERENCE REIMBURSEM	10.20
							387.92
Sub total for U S BANK:							2,374.01

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06/05/2024 8:59:14AM

Final Check List
CLALLAM COUNTY

District Court II

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0021386	STAPLES ADVANTAGE	6002146907	6/11/2024	CLEANING SUPPLIES	41.25	41.25
6/11/2024	0049086	KIM, YOUNGHEE	K6	6/11/2024	KOREAN INTERPRETER - WA	125.00	
			k5	6/11/2024	KOREAN INTERPRETER - WA	125.00	250.00
Sub total for U S BANK:							291.25

HHS

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0049794	GRAMMER, EDWARD	EG Reimb 5-20-	3/5/2024	FOOD - REFUND FOR TEMP F	105.60	105.60
6/11/2024	0000700	HACH COMPANY	14037917	5/17/2024	WATER LAB - LAB SUPPLIES	553.21	553.21
6/11/2024	0000769	IDEXX DISTRIBUTION INC	3152197188	5/16/2024	WATER LAB - LAB SUPPLIES	9,816.70	
			3152197189	5/16/2024	WATER LAB - LAB SUPPLIES	683.87	10,500.57
6/11/2024	0000289	CDW GOVERNMENT, INC.	RD74622-1	5/8/2024	HOPS - POWER BI PRO USEF	307.49	307.49
6/11/2024	0049790	DOCKERY, SALLEY	SD REIMB 05-13	5/13/2024	HOPS - REIMBURSEMENT - C	5.00	5.00
6/11/2024	0000546	EXPRESS SERVICES, INC	30762369	5/22/2024	HOPS - EXTRA HELP	1,279.20	1,279.20
6/11/2024	0049792	FEDERAL CONTRACTS CORP	PPSI118287	5/15/2024	HOPS - GENERAC MDG75DFI	54,807.43	54,807.43
6/11/2024	0040121	HENSON, MATTHEW	MH REIMB 05-11	5/16/2024	HOPS - REIMBURSEMENT - C	5.00	5.00
6/11/2024	0046683	ODP BUSINESS SOLUTIONS	L368483781001	5/20/2024	HOPS - WASTEBASKETS	34.96	
			368481249001	5/18/2024	HOPS - INK REFILL	9.57	44.53
6/11/2024	0001300	PUBLIC UTILITY DISTRICT	20704 05-23-24	5/23/2024	HOPS - FORKS OFFICE UTILI	109.89	109.89
6/11/2024	0049218	SQUEAKY CLEAN SERVICES	350	5/22/2024	HOPS - CLEANING/SANITIZIN	1,500.00	
			351	5/22/2024	HOPS - CLEANING/SANITIZIN	1,000.00	2,500.00
6/11/2024	0001508	STERICYCLE, INC	8007208100	5/24/2024	HOPS - SYRINGE DISPOSAL	65.75	65.75
6/11/2024	0033201	WESTSIDE PIZZA	WP 05-24-24	5/24/2024	HOPS - GROUP SUPPORT SL	132.75	132.75
6/11/2024	0000591	FORKS ABUSE PROGRAM	11322-23-FAP 4-	5/24/2024	HTF - WEST END HOPE - APF	1,666.57	1,666.57
6/11/2024	0001127	OLYMPIC COMMUNITY ACTIO	11322-23-OLYC/	5/22/2024	HTF - SEQUIM WARMING CEI	3,248.37	
			11322-23-OLYC/	5/22/2024	HTF - SEQUIM WARMING CEI	2,291.95	
			11322-23-OLYC/	5/22/2024	HTF - SEQUIM WARMING CEI	1,366.95	6,907.27
6/11/2024	0001252	PORT ANGELES, CITY OF	11323-24-PAFD	5/3/2024	CD/MH - COMMUNITY PARAM	7,933.05	7,933.05
6/11/2024	0049796	BARRETT, TERESA	TB BT 05-28-24	5/28/2024	DDD - MILEAGE REIMBURSEI	245.09	245.09
6/11/2024	0000396	CONCERNED CITIZENS	1602147	4/30/2024	DDD - OVERSERVED HOURS	131.25	131.25
6/11/2024	0036365	EASTMAN, SKYE	SE BT 05-28-24	5/28/2024	DDD - MILEAGE REIMBURSEI	265.19	265.19
6/11/2024	0049300	HICKS, PAMELA	PH BT 05-28-24	5/28/2024	DDD - MILEAGE REIMBURSEI	330.44	330.44
6/11/2024	0017530	PIERCE JONES & ASSOCIATE	PJA STATE 04-2	5/21/2024	DDD - STATE CONTRACT - AF	58,176.75	58,176.75
Sub total for U S BANK:							146,072.03

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0001136	OLYMPIC MEDICAL CENTER	97120886777801	5/29/2024	PRE EMPLOYMENT	1,034.00	
			9712084375890	5/29/2024	PRE EMPLOYMENT	148.00	1,182.00
6/11/2024	0001297	PUBLIC SAFETY TESTING INC	PSTI24-153	5/29/2024	PRE EMPLOYMENT	3,812.00	
			24-113	5/29/2024	PRE EMP-\$40 SHORTAGE ON	40.00	3,852.00
6/11/2024	0025115	RADIA INC PS	DOS 121523 ZA	5/29/2024	PRE EMPLOYMENT	273.80	
			DOS 5824 PC	5/29/2024	PRE EMPLOYMENT	166.80	
			DOS 5824 PC II	5/29/2024	PRE EMPLOYMENT	158.60	599.20
6/11/2024	0037692	SEBRIS BUSTO JAMES	81182	5/29/2024	INV 81182	1,912.50	1,912.50
Sub total for U S BANK:							7,545.70

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Final Check List
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0000674	GOVCONNECTION, INC.	75320818	5/20/2024	PW20240517	352.52	352.52
6/11/2024	0004211	CENTURYLINK	333871256	5/21/2024	T1#2	490.59	490.59
6/11/2024	0023718	AT&T	0510717127001	5/22/2024	JUVENILE FAX	72.17	72.17
Sub total for U S BANK:							915.28

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0002271	JACOBSEN, JODY	052324JJ	5/23/2024	TRVL TRNG - REIMB J. JACO	336.70	336.70
6/11/2024	0017787	DAIRY FRESH FARMS INC	8122414909	5/28/2024	DET FOOD	179.98	
			8182412207	5/1/2024	DET FOOD	42.38	222.36
6/11/2024	0046683	ODP BUSINESS SOLUTIONS	L367346531001	5/14/2024	OFFICE SUPPLIES	135.66	
			367353526001	5/14/2024	OFFICE SUPPLIES	102.42	
			363353103002	5/22/2024	OFFICE SUPPLIES	47.69	285.77
6/11/2024	0049401	8TH STREET CAR WASH	JFS-052524	5/25/2024	PRO SVCS	14.00	14.00
6/11/2024	0049765	BIBAJ, ELIS	051624EB	5/16/2024	TRVL TRNG - REIMB E. BIBAJ	59.25	59.25
Sub total for U S BANK:							918.08

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Final Check List
CLALLAM COUNTY

Nox Weeds

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0001540	SWAIN'S GENERAL STORE IN	328018	5/23/2024	GLOVES FOR WEED SPECIAL	23.67	23.67
6/11/2024	0028699	SOUND PUBLISHING INC	PDN995579	5/10/2024	NEWSPAPER NOTICE OF PUI	330.58	330.58
Sub total for U S BANK:							354.25

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0000034	AIR FLO HEATING CO	111600758	5/30/2024	FG DOG BARN ROUGH IN MA	4,083.75	4,083.75
6/11/2024	0000090	ANGELES MACHINE WORKS	I79519	5/30/2024	JV 2 WELD NOZZLE, 2 WELD	261.36	261.36
6/11/2024	0000091	ANGELES MILLWORK & LUMB	482922	5/30/2024	JV LOB PIN	248.50	
			353548	5/30/2024	JV FIR CLEAR	16.87	
			353344	5/30/2024	JV CXC UNION	10.88	276.25
6/11/2024	0000290	CED/STUSSER - SEATTLE	5948-1054749	5/30/2024	CH 2 LAMP INS START FLUOF	304.92	304.92
6/11/2024	0000546	EXPRESS SERVICES, INC	30733634	5/30/2024	SC SNL PRK AID J CARRUTHI	420.48	420.48
6/11/2024	0000677	GRAINGER INC	9129340502	5/30/2024	SMPK FLEX CPLNG	52.46	
			9129013711	5/30/2024	CH WALL ANCHOR MACH SC	49.60	102.06
6/11/2024	0001258	PORT ANGELES POWER EQU	98034596	5/30/2024	SMPK ANTICORROSION SPR.	28.21	28.21
6/11/2024	0001331	RAINBOW SWEEPERS INC	47381	5/30/2024	FG CHAIN LINK FOR FENCE F	81.68	81.68
6/11/2024	0001540	SWAIN'S GENERAL STORE IN	326535	5/30/2024	SC 12V BATT	152.43	
			319240	5/30/2024	SC RODEN REPNT RAT GLUE	76.05	
			323058	5/30/2024	SC PAINT TAPE BRUSHES	72.54	
			316448	5/30/2024	FG POLY ROPE	21.73	
			320303	5/30/2024	SC ANTI FREEZE	16.22	338.97
6/11/2024	0001576	THURMAN SUPPLY	903492	5/30/2024	JV DOOR GUIDE MOUNTING	12.63	12.63
6/11/2024	0038676	PENINSULA ROOFING	727231	5/30/2024	FG DOG BARN ROOFING	10,000.00	10,000.00
6/11/2024	0041605	HD SUPPLY	806020400	5/30/2024	CH LINER PERM PATCH	393.38	
			806020392	5/30/2024	CH LED	99.51	492.89
6/11/2024	0046683	ODP BUSINESS SOLUTIONS	L367458577001	5/30/2024	ADM COPIER PAPER	86.88	86.88
6/11/2024	0047167	ADVENTURES NW PUBLISHIN	415	5/30/2024	CDJ SUMMER 2024 ADVERTI	495.00	495.00
Sub total for U S BANK:							16,985.08

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0000172	BAXTER A/P OFFICE	15663-67989	5/29/2024	Brake Rotors, Brakes - PA 150	485.93	
			15663-67948	5/29/2024	Wash Fluid, Degreaser - PA	118.23	
			15663-67997	5/29/2024	Brake Shoes - PA 150	58.69	662.85
6/11/2024	0000299	CERTIFIED LABORATORIES	8697155	5/17/2024	Pro Brite, Luster Guard - PA	799.00	799.00
6/11/2024	0000848	PAPE KENWORTH NORTHWE	14664851	5/22/2024	Pins - LC	17.98	17.98
6/11/2024	0001255	PRICE FORD LINCOLN MERCI	15053819	5/23/2024	Cover and Contact - PA S308	88.14	
			5053905	5/30/2024	Key - PA S337	18.05	
			5053881	5/28/2024	Key - PA S321	9.02	115.21
6/11/2024	0001300	PUBLIC UTILITY DISTRICT	21685/052224	5/22/2024	Electric Utility Charges-51 Bedr	675.45	
			9896/052324	5/23/2024	Electric Utility - 160 Grant Rd	503.35	
			109032/052324	5/23/2024	Electric Utility - Gravel Pit Road	52.07	1,230.87
6/11/2024	0001551	TACOMA SCREW PRODUCTS	100293978-00	5/15/2024	Nuts - LC	122.39	
			140112596-00	5/23/2024	Drill Bits - PA	103.34	225.73
6/11/2024	0001700	WA ST DEPT OF ECOLOGY	24-WAG501212-	9/20/2023	Sand & Gravel Permit/Water Qi	150.00	
			24-WAG501213-	9/20/2023	Sand & Gravel Permit/Water Qi	150.00	
			24-WAG501216-	9/20/2023	Sand & Gravel Permit/Water Qi	150.00	
			24-WAG501279-	9/20/2023	Sand & Gravel Permit/Water Qi	150.00	
			24-WAG501280-	9/20/2023	Sand & Gravel Permit/Water Qi	150.00	
			24-WAG501281-	9/20/2023	Sand & Gravel Permit/Water Qi	150.00	
			24-WAG501282-	9/20/2023	Sand & Gravel Permit/Water Qi	150.00	
			24-WAG501283-	9/20/2023	Sand & Gravel Permit/Water Qi	150.00	
			24-WAG501284-	9/20/2023	Sand & Gravel Permit/Water Qi	150.00	1,350.00
6/11/2024	0001814	WURTH USA INC	98112856	5/16/2024	Shop Towels - PA	91.06	91.06
6/11/2024	0004448	DAREN'S POINT S TIRE & AUT	0097547	5/28/2024	Tires - PA S340	700.00	
			0097534	5/28/2024	Tires - PA S359	639.98	1,339.98
6/11/2024	0005032	OWEN EQUIPMENT COMPAN	00115144	5/29/2024	Vehicle Purchase - PA 418	432,003.89	
			00113984RC	4/2/2024	Return Credit - PA 401	-2,213.80	429,790.09
6/11/2024	0022435	RACE STREET AUTO PARTS	673853	5/28/2024	Trico Titan Premium - PA 107	68.28	
			673956-24	5/29/2024	Fuel Cap - PA 130	24.49	
			673436-24	5/23/2024	Oil Filter, Washer Fluid - PA 45	21.93	
			673963-24	5/29/2024	Oil Filter - PA 180	8.80	123.50
6/11/2024	0023338	CENTRAL WELDING SUPPLY	0002076379	5/28/2024	CentraShield - PA	211.33	211.33
6/11/2024	0036098	O'REILLY AUTO PARTS	2750-492650	5/23/2024	Paper - PA	17.35	17.35
6/11/2024	0038374	IRONCLAD COMPANY	28348	5/22/2024	Tube Brooms - PA Stores	4,228.04	4,228.04

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0038943	SIX ROBBLEES INC	23P7524	5/22/2024	Solenoid - PA Stores	229.75	229.75
6/11/2024	0042561	ALL BATTERY SALES & SERVICE	22080694	5/28/2024	Battery - PA Stores	177.29	177.29
6/11/2024	0043469	PETROCARD	0520483-IN	5/29/2024	Unleaded, Dyed Diesel - SQ	11,166.94	
			0520401-IN	5/21/2024	Unleaded - CB	2,389.43	13,556.37
6/11/2024	0048865	SARGENT TOOLS LLC	05292428470	5/29/2024	Pencil Gauge - PA 107	49.28	49.28
6/11/2024	0049733	VESTIS SERVICES LLC	5120473605	5/28/2024	Laundry Services - PA	29.64	
			5120471170	5/23/2024	Laundry Services - SQ	16.34	
			5120473592	5/28/2024	Laundry Services - WE	16.28	62.26
Sub total for U S BANK:							454,277.94

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0000091	ANGELES MILLWORK & LUMB	353594	5/29/2024	MAINTENANCE SUPPLIES	591.72	
			353053	5/20/2024	MAINTENENACE SUPPLIES-	24.49	
			353589	5/29/2024	MAINTENENACE SUPPLIES-	13.60	629.81
6/11/2024	0000099	A-1 AUTO PARTS	1485976	5/23/2024	MAINTENANCE SUPPLIES- S	101.46	101.46
6/11/2024	0000244	BRUCH & BRUCH CONSTRUC	101-24-007EST1	5/28/2024	2024 CRUSHING CONTRACT	72,876.09	72,876.09
6/11/2024	0000546	EXPRESS SERVICES, INC	30803116-10101	5/29/2024	05/20-05/26 EXPRESS EMPLC	3,492.61	3,492.61
6/11/2024	0000555	FASTENAL COMPANY	WAPOR96745	5/6/2024	MAINTENANCE SUPPLIES-SC	109.71	109.71
6/11/2024	0000677	GRAINGER INC	9119998012	5/15/2024	MAINTENANCE SUPPLIES	360.02	
			9119771450	5/15/2024	MAINTENANCE SUPPLIES	329.29	689.31
6/11/2024	0001156	OLYPEN INC	240530-0015	5/30/2024	OLYPEN SERVICE	161.25	161.25
6/11/2024	0001540	SWAIN'S GENERAL STORE IN	327745	5/17/2024	MAINTENENACE SUPPLIES	180.96	
			311648	4/20/2023	MAINTENENACE SUPPLIES	173.82	
			324171	2/26/2024	MAINTENENACE SUPPLIES	117.07	
			312170	5/3/2023	MAINTENENACE SUPPLIES	103.28	
			312812-1	5/17/2023	MAINTENENACE SUPPLIES	33.63	
			317320	9/5/2023	MAINTENENACE SUPPLIES	27.24	
			052724-738730	5/30/2024	SWAINS FINANCE CHARGES	21.47	
			327722-1	5/17/2024	MAINTENENACE SUPPLIES	16.79	
			298826	5/4/2022	MAINTENENACE SUPPLIES	13.02	
			317322	9/5/2023	MAINTENENACE SUPPLIES	10.41	
			H21137-1	9/19/2022	MAINTENENACE SUPPLIES	-40.11	657.58
6/11/2024	0021386	STAPLES ADVANTAGE	7624913183	1/26/2024	MAINTENANCE SUPPLIES	63.76	
			7624592999	1/23/2024	MAINTENANCE SUPPLIES	61.81	125.57
6/11/2024	0022435	RACE STREET AUTO PARTS	673435	5/23/2024	MAINTENANCE SUPPLIES- S	74.03	74.03
6/11/2024	0038374	IRONCLAD COMPANY	28349	5/22/2024	MAINTENANCE SUPPLIES-LC	3,390.06	
			28343	5/22/2024	MAINTENANCE SUPPLIES-SC	2,593.25	5,983.31
6/11/2024	0039099	O'DELL, JASON	ODELLREIM052	5/22/2024	MILEAGE REIMBURSEMENT (	131.52	131.52
6/11/2024	0049733	VESTIS SERVICES LLC	5120473604	5/28/2024	LAUNDRY SERVICE PA	16.33	
			5120473593	5/28/2024	LAUNDRY SERVICE-LC	16.30	
			5120471171	5/23/2024	LAUNDRY SERVICE -SQ	16.29	48.92
Sub total for U S BANK:							85,081.17

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0000244	BRUCH & BRUCH CONSTRUCT	DWNTWNSKBB	5/28/2024	DWNTWN SEKIU ESTIMATE 1	314,590.43	314,590.43
6/11/2024	0001300	PUBLIC UTILITY DISTRICT	23007-052224	5/22/2024	04/16-05/15 176 FRONT ST	872.10	
			22991/052224	5/22/2024	04/16-05/15 HWY 112 OPP 151	230.63	
			23221-05222024	5/22/2024	04/16-05/16 12901 HWY 112	192.01	
			23040-052224	5/22/2024	04/16-05/15 FRONT ST	176.46	1,471.20
6/11/2024	0001540	SWAIN'S GENERAL STORE IN	322708	1/19/2024	WWTP MAINTENANCE SUPPL	201.18	201.18
6/11/2024	0001621	USA BLUE BOOK	INV00377418	5/28/2024	USA BLUEBOOK	251.57	251.57
6/11/2024	0020614	WOOD HAWK, INC	2103-1	5/26/2024	WASTE TRANSFER SERVICE	1,495.00	1,495.00
6/11/2024	0001300	PUBLIC UTILITY DISTRICT	119586-052324	5/23/2024	04/17-05/20 1453 W WASHING	69.95	69.95
6/11/2024	0001641	VERIZON WIRELESS	9964952645	5/23/2024	04/24-5/23 CARLSBORG SEW	153.11	153.11
6/11/2024	0000546	EXPRESS SERVICES, INC	30803116-43401	5/29/2024	05/20-05/26 EXPRESS CROSS	667.17	667.17
6/11/2024	0001300	PUBLIC UTILITY DISTRICT	24561-052324	5/23/2024	04/19-05/18 BULLMANBEACH	72.06	72.06
Sub total for U S BANK:							318,971.67

Sheniff

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0000459	DAY WIRELESS SYSTEMS INC#INV826524		5/23/2024	RECAP OF ELTEK BATTERY S	5,588.42	5,588.42
6/11/2024	0000672	GOOD SOURCE	SI0560009	2/29/2024	FOOD	3,997.70	3,997.70
6/11/2024	0001165	ORKIN PEST CONTROL INC	260691507	5/28/2024	PEST CONTROL - SLIP POINT	168.32	168.32
6/11/2024	0001300	PUBLIC UTILITY DISTRICT	115366-Jun24	5/23/2024	RUTILITIES - EDWARDS RD	215.62	215.62
6/11/2024	0001543	SWANSONS SERVICES CORP	1840592	5/16/2024	INDIGENT PACKS	28.00	28.00
6/11/2024	0001641	VERIZON WIRELESS	9964278015	5/15/2024	CELL PHONE SERVICE	4,977.80	4,977.80
6/11/2024	0003046	LEY, JOSHUA	051420	5/14/2024	TRAVEL - RENTON	138.25	
			050724	5/7/2024	TRAVEL - SUQUAMISH	73.75	212.00
6/11/2024	0004211	CENTURYLINK	333961510-May	5/17/2024	DATA CONNECTION	325.80	325.80
6/11/2024	0004212	KING, BRIAN	052024	5/20/2024	TRAVEL - SPOKANE	129.50	129.50
6/11/2024	0022589	EMPLOYMENT SECURITY DEI	24-017003-RDU	5/16/2024	WORK HISTORY RESEARCH	7.50	7.50
6/11/2024	0023168	SHORE, LORRAINE	052024	5/20/2024	TRAVEL - SPOKANE	613.16	613.16
6/11/2024	0028699	SOUND PUBLISHING INC	PDN995659	5/3/2024	COUNTY NOTICE - RFP WILD	172.64	172.64
6/11/2024	0029386	STOPPANI, BRANDON	050724	5/7/2024	TRAVEL - SUQUAMISH	103.25	103.25
6/11/2024	0031970	MCCANN, OWEN	052124	5/21/2024	REIMBURSEMENT - COST OF	495.00	495.00
6/11/2024	0034301	BUNDY, AMANDA	050724	5/7/2024	AMY BUNDY - TRAVEL	147.50	147.50
6/11/2024	0037247	HAIR BY NICOLE	052824	5/28/2024	INMATE HAIRCUTS	225.00	225.00
6/11/2024	0040427	NORPOINT GROUP LLC	1363 NPG	5/31/2024	COURTHOUSE & JUVENILE S	9,020.00	9,020.00
6/11/2024	0041605	HD SUPPLY	8055551116	5/17/2024	JAIL SUPPLIES	185.24	185.24
6/11/2024	0042924	WAKNITZ, ELIZABETH	052024	5/20/2024	TRAVEL - SPOKANE	129.50	129.50
6/11/2024	0045301	HNAT, KRISTIN	050624	5/6/2024	TRAVEL - WALLA WALLA	609.76	
			052124	5/21/2024	MILEAGE TO AND FROM A PL	54.54	664.30
6/11/2024	0049271	JOHNSON, AUBREE	052224	5/22/2024	TRAVEL - PORT TOWNSEND	54.54	54.54
6/11/2024	0049797	GONZALES, SHAINA	051724	5/17/2024	MILEAGE FROM AND TO ACA	298.82	298.82
Sub total for U S BANK:							27,759.61

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06/05/2024 10:31:41AM

Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0001136	OLYMPIC MEDICAL CENTER	OMC-5.30.24	5/30/2024	INMATE MEDICAL	196.17	196.17
6/11/2024	0001254	PORT ANGELES FIRE DEPART	115-2024-000018	4/30/2024	INMATE MEDICAL	177.35	177.35
6/11/2024	0041537	MCKESSON MEDICAL-SURGI	22130114	5/21/2024	INMATE MED CLINIC SUPPLIE	193.71	
			22132186	5/21/2024	INMATE MED CLINIC SUPPLIE	184.13	
			22144869	5/23/2024	INMATE MED CLINIC SUPPLIE	178.16	556.00
6/11/2024	0048022	SOUND INPATIENT PHYSICIAN	ZC3WUC8	5/15/2024	INMATE MEDICAL	53.35	53.35
Sub total for U S BANK:							982.87

apChkLst
06/05/2024 10:34:30AM

Final Check List
CLALLAM COUNTY

Clerk

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0046683	ODP BUSINESS SOLUTIONS	L366079785001	5/24/2024	CLERK'S OFFICE SUPPLIES	278.76	278.76
6/11/2024	0049743	MACDONALD, LISA	LMACDONALD	5/24/2024	CLERK TRAVEL TO JUVENILE	4.02	4.02
Sub total for U S BANK:							282.78

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/11/2024	0000331	CLALLAM COUNTY AUDITOR	24-163173	5/30/2024	DFL REMOVAL RECORDING 2	1,827.00	
			24-163194	5/30/2024	DFL REMOVAL RECORDING 2	609.00	
			24-163220	5/30/2024	DFL REMOVAL RECORDING 2	304.50	2,740.50
6/11/2024	0001252	PORT ANGELES, CITY OF	1STQTRPA24	5/30/2024	1ST QTR REVENUE SHARING	45,725.00	45,725.00
6/11/2024	0041157	WHITE, JENNIFER	0524KELSOWH	5/30/2024	TYLER DEMONSTRATION	314.41	314.41
6/11/2024	0046608	GORR, JEANETTE	0524KELSOGOF	5/30/2024	TYLER DEMONSTRATION	92.50	92.50
Sub total for U S BANK:							48,872.41



BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of June 3-7, 2024

JUN 11 2024

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, June 3, 2024. Present were Commissioners French, Ozias and Johnson, and Administrator Mielke.

Items of discussion per the agenda published May 30 were:

- Calendar/Correspondence
- Agreement with Signature Roof Services, LLC for the Fairgrounds Art Barn Roof Replacement Project
- Agreement amendment 1 with Norpoint Protective Services for Courthouse security
- Briefing and call for hearing to be held on Tuesday, June 25, 2024 at 10:30 a.m. regarding a resolution authorizing a grant from the Opportunity Fund to Clallam County Public Works – Clallam Bay/Seki System Pump Station Replacement Project
- Resolution modifying change funds for the Health and Human Services Department
- Agreement amendment 18 with Department of Health for WIC Programs and Group A Water Systems
- Agreement amendment 1 with Department of Health for Developmental Disabilities
- Pre-application questionnaire with Administrative Office of the Court for Small & Rural Court Security Matching Program
- Resolution Appointing Jesse Major as the Public Records Officer
- Request of waiver of Bid/RFP/Quote requirement and approval of quote for the Olympic Adventure Trail OAT Whiskey Creek Bridge Replacement Project
- Briefing and call for hearing to be held on Tuesday, June 25, 2024 at 10:30 a.m. regarding an Ordinance titled Agricultural Uses
- Interlocal agreement with City of Forks, City of Port Angeles and City of Sequim for Climate Planning Grant
- Agreement with Quileute Tribe for North Olympic Peninsula Recompete Coalition
- Agreement with Makah Tribe for North Olympic Peninsula Recompete Coalition
- Agreement with Hoh Indian Tribe for North Olympic Peninsula Recompete Coalition
- Agreement with Clallam County Economic Development Council for North Olympic Peninsula Recompete Coalition
- Letter of support for Washington Coast Restoration and Resiliency Initiative
- Authorizing correspondence regarding the Emergency Operations Center
- Pre-application questionnaire with Department of Ecology for 2024 Drought Response Grant Funding

Meeting concluded at 12:14 p.m. and continued to 2 p.m. for an executive session

EXECUTIVE SESSION

The Board convened in open session at 2 p.m. to discuss litigation. Present were Commissioners Ozias, French and Johnson, Prosecuting Attorney Office Boughton, Administrator Mielke, Finance Department Lane, Auditor's Office Rushton, Kuss, Hancock, and Childress and Kevin Harper

ACTION TAKEN: CMOM to recess to executive session for 30 minutes, CRJs, mc

The Board recessed into executive session at 2:01 p.m.

The Board convened in open session at 2:28 p.m. and requested to extend 15 minutes

The Board convened in open session at 2:45 p.m.

ACTION TAKEN: CMOM to respond to the settlement offer that was discussed in the executive session, CRJs, mc

Meeting concluded at 2:46 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Vice Chair Johnson called the meeting to order at 10 a.m., Tuesday, June 4, 2024. Also present were Commissioner Ozias and Administrator Mielke. Commissioner French was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Added:

1e Letter to the City of Port Angeles regarding the Joint Public Facility Project

ACTION TAKEN: CMOM to adopt the agenda as modified, CRJs, mc

PUBLIC COMMENT

- John Worthington, Sequim, commented on item 2c, 2f and 2g

CONSENT AGENDA

1a Approval of vouchers for the week of May 27

1b Approval of minutes for the week of May 27

1c Proclamation Recognizing Pride Month 2024

1d Letter of support for Washington Coast Restoration and Resiliency Initiative

1e Letter to the City of Port Angeles regarding the Joint Public Facility Project

ACTION TAKEN: CMOM to adopt the consent agenda as modified, CRJs, mc

REPORTS AND PRESENTATIONS

- CMO read the Proclamation Recognizing Pride Month 2024
- CMO commented on Washington Association of Counties, Emergency Management
- CRJ commented on Department of Natural Resources, Makah Tribe Sawmill

CONTRACTS AND AGREEMENTS

2a Purchase order with Bud Clary Ford for a clean-up crew truck

ACTION TAKEN: CMOM to approve, CRJs, mc

2b Agreement with 4Sight Labs to deploy overwatch sensors

ACTION TAKEN: CMOM to approve, CRJs, mc

2c Agreement amendment 2 with Department of Ecology for Olympia Oyster Restoration

ACTION TAKEN: CMOM to approve, CRJs, mc

2d Agreement with Facet NW, Inc. for updating the comprehensive plan

ACTION TAKEN: CMOM to approve, CRJs, mc

2e Agreement with Quileute Tribe for North Olympic Peninsula Recompete Coalition

ACTION TAKEN: CMOM to approve, CRJs, mc

2f Agreement with Makah Tribe for North Olympic Peninsula Recompete Coalition

ACTION TAKEN: CMOM to approve, CRJs, mc

2g Agreement with Hoh Tribe for North Olympic Peninsula Recompete Coalition

ACTION TAKEN: CMOM to approve, CRJs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 3-7, 2024
Page 3

2h Agreement with Clallam County Economic Development Council for North Olympic Peninsula
Recompete Coalition

ACTION TAKEN: CMOm to approve, CRJs, mc

BIDS AND AWARDS

3a Request for proposal opening – Community Wildfire Protection Planning

<u>CONTRACTOR</u>	<u>Amount</u>
Chloeta	\$73,673.70
ESA	\$124,821
Bintel Inc.	\$99,865
Center of Public Safety Management, LLC	\$118,750
Jensen Hughes	\$122,600
SWCA Environmental Consultants	\$124,471

ACTION TAKEN: CMOm to forward the proposals to the Emergency Management for review and recommendation to the BOCC, CRJs, mc

3b Bid award – Hot Mix Asphalt – Lakeside Industries

ACTION TAKEN: CMOm to approve, CRJs, mc

AMENDED ACTION TAKEN: CMOm to approve and authorize the Chair to sign the contract once available, CRJs, mc

PUBLIC COMMENT

- Karen Hubert, Sequim, commented on Towne Road

HEARING(S)

H1 Resolution submitting renewal of Lake Sutherland Management District 2 to a vote of property owners pursuant to RCW 36.61.070

- Christina St. John, Noxious Weed Coordinator, provided a staff report

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

- The following provided testimony:
 - Ada Marie Marrs, Port Angeles
 - Bob Pepin, Port Angeles
 - Amanda Stanley, Port Angeles
- The following sent in written testimony: Donna Murphy-Dahlstrom

ACTION TAKEN: CMOm to close the public hearing and adopt, CRJs, mc

H2 Ordinance amending Clallam County Code Title 21, Building and Construction, Chapter 21.01 Building and Construction Code

- Annette Warren, Department of Community Development, provided a staff report

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

- CRJ noted no one provided testimony

ACTION TAKEN: CMOm to close the public hearing and adopt, CRJs, mc

PUBLIC COMMENT

- Karin Cummins, Sequim, commented on Hearing Examiner, Health and Human Services, Johnson and Johnson
- John Worthington, Sequim, commented on Towne Road
- Jeff Tozzer, Sequim, commented on Towne Road

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of June 3-7, 2024
Page 4

Meeting concluded at 11:19 a.m. and continued to 9 a.m., Monday, June 10,

The Board of Commissioners attended WSAC update, Coffee with Colleen, Housing Solutions Committee during the week of June 3.

PASSED AND ADOPTED this 11th day of June 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

KEY TO ABBREVIATIONS:
ATM Administrator Todd Mielke
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CMF Commissioner Mike French

m moved
mc motion carried
s seconded

DRAFT

BOARD OF CLALLAM COUNTY COMMISSIONERS PUBLIC HEARING

H1 Resolution submitting renewal of Lake Sutherland Management District 2 to a vote of property owners pursuant to RCW 36.61.070

I declare under penalty of perjury under the laws of the State of Washington that any testimony that I give is true and accurate. Please print name and address clearly.

No	PRINTED NAME	SIGNATURE	ADDRESS
1	Ada Marie Morris	Ada Marie Morris	111 Heron Cove Rd P.A. 98363
2	Bob Pepin	Bob Pepin	328 Lake Sutherland Rd P.A. 98363
3	Amanda Stanley	Amanda Stanley	1924 Joyce Piedmont
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Gores, Loni

Public testimony

HI 6/4/24

From: noreply@civicplus.com
Sent: Friday, May 24, 2024 7:45 AM
To: Gores, Loni
Subject: Online Form Submission #4933 for Contact the Clerk of the Board

Donna Murphy-Dahlstrom

Contact the Clerk of the Board

First Name	Donna
Last Name	Murphy-Dahlstrom
Email	dmurphy04@comcast.net
Phone	6099153870
Subject	Support for renewing LMD boundaries
Comments	My husband and I are homeowners at Lake Sutherland and we support and appreciate the work to maintain lake health-removal of Eurasian watermilfoil and protecting from other invasive species such as New Zealand mudsnails. By keeping our LMD in place, paying a minimal fee, and keeping a steering committee in place will help Lake Sutherland stay healthy. Respectfully submitted, Donna Murphy-Dahlstrom and Tim Dahlstrom 40 Shoreline Dr.

Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? [View it in your browser.](#)

BOCC Mail Correspondences Received from other Jurisdictions



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

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

TODD MIELKE, County Administrator

May 28, 2024

Department of Natural Resources
Todd Welker – Deputy Supervisor
1111 Washington Street SE
MS 47001
Olympia, WA 98504-70010

RE: Clallam County - City of Port Angeles Trust Lands Transfer Application

Dear Mr. Welker,

We appreciate the additional time the DNR allowed Clallam County to evaluate the 3000+ acre Trust Land Transfer proposed by the City of Port Angeles. This in turn has allowed our newly constituted Revenue Advisory Committee (RAC) stakeholders to evaluate the TLT proposed by the City of Port Angeles with additional input from both the City and Department of Natural Resources. As a reminder, these stakeholders across Clallam County include the school districts, fire districts, hospital districts, library district, pool board, Port and County.

The result of this evaluation by the Revenue Advisory Committee is attached. We believe that the evaluation was thorough and evaluated the many varied financial and environmental concerns raised by both the DNR and the City.

Based on the RAC's unanimous recommendations, the Clallam County Commissioners agree with their recommendation; namely that the TLT recommendation is not moved forward to committee, and that all parcels currently on hold or consideration for transfer be placed back on the active harvest schedule. However, in the future and to help ensure good communications, we also suggest that the DNR provide the City of Port Angeles with information on their activities that relate to either water supply or timber harvest in the Elwha watershed.

Thank you again for allowing the County to thoroughly evaluate the TLT proposal and to also allow time for the beneficiaries to provide their very important contribution to this process.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mike French, Chair


Randy Johnson


Mark Ozias

Enclosure: Revenue Advisory Committee Recommendation Letter

J:\public\correspondence\from boccc\2024\dnr trust lands city of port angeles 5-28-24.docx



Clallam County Revenue Advisory Committee

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2256 Fax: 360.417.2493
Email: loni.gores@clallamcountywa.gov

May 20, 2024

Clallam County
Board of Commissioners
223 East 4th Street, Ste. 4
Port Angeles, WA 98362

Re: City of Port Angeles Application to Department of Natural Resources (DNR) For Trust Land Transfer (TLT)

Board of Commissioners:

Members of the RAC appreciate the opportunity to review and make recommendation on the City of Port Angeles's TLT application to DNR for the transfer to the City of Port Angeles of 3,089 acres of DNR managed lands in the Elwha watershed.

Representatives from the City of Port Angeles and the DNR were invited to present to the RAC at a special meeting held on May 13, 2024.

The City of Port Angeles's premise for submitting the TLT application was to protect the City's water supply, and they believe it fits the parameters of the TLT program for that reason. They have not formulated a plan for management of the 3000+ acres. The City's application states that "there may be some short-term timber revenue loss to junior taxing districts and temporary or short-term loss of jobs. Strategies for the transfer will include working with local taxing districts and state legislators to mitigate impacts until replacement timber lands are acquired." The City has requested and received "pause" on units currently scheduled for harvest. They had requested a pause on the Aldwell sale; however, that harvest moved forward.

During DNR's presentation it was noted that the Port Angeles Water System Plan includes the following statement: "Ongoing and periodic logging on private and DNR lands is expected to continue in the lower watershed and is not expected to present a problem for the City's Elwha supply. These activities have not presented a problem for the City's Elwha Ranney collector supply since it was placed into service in 1977." DNR's Habitat Conservation Plan (HCP) ensures that timber sales include appropriate habitat protection measures including water quality and instream flows for riparian species. All stream protection measures meet or exceed

forest practices regulations, and they all meet or exceed the requirements under the Clean Water Act. DNR draws upon a variety of staff, including foresters, engineers, geologists, biologists, hydrologists, soil scientists, economists, archeologists and others while management activities are planned. DNR staff noted that approximately 90% of the Elwha Watershed is protected by Federal ownership. The TLT proposal accounts for 1.5% of the watershed. Over the past 5 years DNR sold timber on 801 acres within the watershed which accounts for 0.4% of the Elwha watershed. Currently DNR planned timber sales within the Elwha Watershed total 762 acres or 0.4% of the Elwha watershed. Current financial impacts to county and junior taxing districts on delayed timber sales for FY22-FY24 are:

Port Angeles School District	\$1,930,834
Fire District 2	\$ 574,450
Fire District 3	\$ 481,464
Sequim School District	\$ 435,297
North Olympic Library System	\$ 295,092
Olympic Medical Center	\$ 211,708

Other taxing districts impacted include the Port of Port Angeles, County Roads Department, County General fund, and William Shore Pool.

DNR's Analyst Summary and Conclusion on the application's parcels states:

"This parcel has generated significant revenue for the trust beneficiaries and is poised to continue doing so going forward, and, per RCW 79.17.300, does not meet the Legislature's requirement that lands included in the Trust Land Transfer process be nonperforming or underperforming economically.

"These parcels continue to produce regular revenue for the Common School Trust and junior taxing districts in Clallam County, while also protecting and growing habitat for the marbled murrelet, Northern spotted owl, and Taylor's checkerspot butterfly under DNR's State Uplands Habitat Conservation Plan. Future timber sales remain planned inside the boundaries of the proposed Trust Land Transfer indicate an ongoing potential for these lands to generate revenue for both present and future generations.

"These are prime forestlands, zoned for forestry, blocked up with other DNR-managed lands, facing limited development pressures, and close to milling infrastructure. These parcels are not appropriate for disposal or a good fit for the Trust Land Transfer program because these parcels are not economically underperforming and because their transfer may compromise the management of other trust parcels west of Port Angeles. A Trust Land Transfer would not be in the best interest of the State Forest Transfer Trust nor the Common School Trust.

"In addition to this proposed transfer not being in the best interests of the trust, the valuation of the parcel in DNR-operable net present timber value and bare land value exceeds \$15 million and required a pre-meeting with DNR before the application was submitted."

Following questions from RAC members and answers from the City of PA and DNR and then discussion among RAC members, motion was made by Fire District 5, seconded by Fire District 4, and unanimously approved by roll call vote (with DNR abstaining)

"to ask the Clallam County Commissioners to move the position forward to DNR asking that the City of Port Angeles's application be denied on the basis that the application does not meet the parameters of the TLT program."

While the City's intentions are understood and acknowledged, the RAC does not feel the City is fully aware of the impacts of such a transfer, regardless of what kind of transfer, and is concerned about future fire risk to set aside lands. It was commented that the City did not use best science in putting their request together.

The RAC thanked DNR for its best management practices in its forestry program, as well as thanking them for their analysis of the presented application.

In summary, it is the DNR's analysis that the City of Port Angeles's application for Trust Land Transfer of 3,000+ acres in the Elwha watershed does not meet the parameters of the program.

The Clallam County Revenue Advisory Committee recommends that the County Commissioners send this letter to DNR requesting that the application not be moved forward to committee ranking because the included timber land is not nonperforming or underperforming, therefore not meeting the parameters of the TLT program. It is also requested that ALL parcels currently on hold or under consideration for transfer (including the restoration project for Power Plant) be placed back on the active harvest schedule, thereby continuing DNR's fiduciary responsibilities to the beneficiaries.

Thank you for your consideration.

Sincerely,



Connie Beauvais, Chair
Clallam County Revenue Advisory Committee (RAC)



Marine Drive Paving Project

Community Update

RECEIVED
CLALLAM CO. COMMISSIONERS

MAY 28 2024

1...2...3...A...

Lakeside Industries Inc. is scheduled to begin construction on the Marine Drive Pavement Project on **June 10, 2024**, with significant traffic impacts beginning **July 1**. Throughout the project, traffic will be limited to one lane causing intermittent delays. Some of the highlights of this project are:

- Replacing full width roadway surfacing on Marine Drive between Hill Street and Tumwater Truck Route with new Hot-Mixed Asphalt (HMA)
- Upgrading pedestrian crossings to current Americans with Disability Act (ADA) standards.

The project limits are between Tumwater Truck Route and West Hill Street, as shown below. Project completion is scheduled for August 8, 2024. Please note that as with all projects – dates are subject to change and work may be extended depending on progress, weather, or other unforeseen conditions.



YOU HAVE A JOB TO DO!

All construction projects in the roadway are inherently dangerous which is why it is imperative that we, as a community, work together to optimize safety. Just as the contractor is responsible to ensure you get through their jobsite safely, you have a responsibility to ensure their workers also make it home safe. **Ways you can help:**

- Follow established traffic control and direction of onsite flaggers.
- Give yourself **extra time** in advance so you're not rushed and stressed by traffic delays.
- When traveling through a construction zone, drive slowly, be on the alert, seek to make eye contact, and follow the directions given by traffic control personnel.
- Keep up-to-date with project notices and public service announcements.
- If you see something unsafe – report it.

Thank you for your help in ensuring this project is a success. For more information contact Casey McFarlen, Project Manager, at (360) 417-4814 or, via email, at cmcfarlen@cityofpa.us

The City of Port Angeles assures full compliance with Title VI of the Civil Rights Act of 1964, as amended, and any related statutes and regulations, by prohibiting discrimination against any person on the basis of race, color, national origin, age, disability, income, Limited English Proficiency or sex in the provision of benefits and services resulting from all programs and activities. Limited English Proficiency persons may request language interpretation services from the City of Port Angeles. For more information, please contact the City's Public Works Title VI Coordinator at contracts@cityofpa.us or (360) 417-4541.



RECEIVED
CLALLAM CO. COMMISSIONERS

MAY 28 2024

1...2...3...A...

May 22, 2024

We are pleased to present this summary of our 2023 Tribal-7 Cedars Casino community contributions.

While our Gaming Compact requires contributions to our community, we are proud and honored to be able to go above and beyond any minimum State/Tribal compact commitments, because we consider it both a social and business responsibility and a privilege to make a real difference in our community. Year after year, we give more than what is required. In 2023, we contributed more than \$510,755.00, the majority of that to community causes.

Sincerely,

Jerry Allen,
Chief Executive Officer



COMMUNITY GIVING

JKT Gaming, Inc.
2023

COMMUNITY CONTRIBUTIONS

\$12,000 & ABOVE

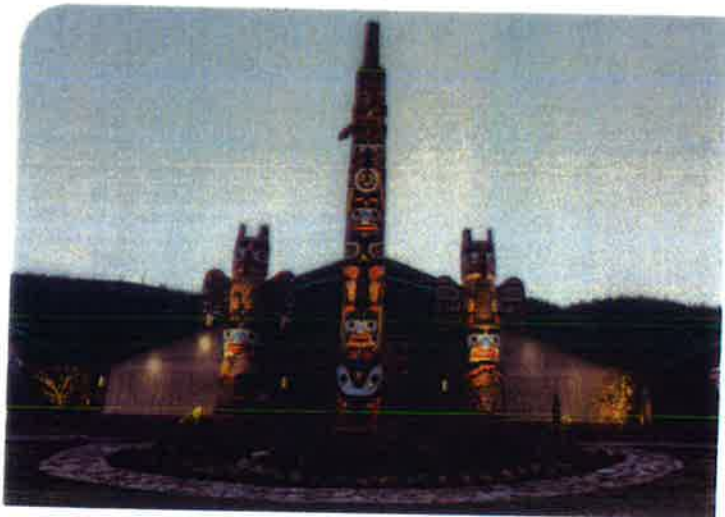
HIGH SCHOOL GREEN FEES; PGC DONATION	\$25,299.00
HIGH SCHOOL GREEN FEES; CAD DONATION	\$22,762.00
PENINSULA COLLEGE; PENINSULA PIRATE NIGHT	\$20,193.00
FIELD ARTS & EVENTS HALL; OPENING NIGHT SPONSOR	\$12,500.00

\$5,000 TO \$12,000

HIGH SCHOOL; CAD PRO SHOP DONATION	\$11,820.00
GOVERNOR SCHOLARSHIP; GOVERNOR CUP GOLF TOURNEY SPONSOR	\$10,000.00
BOYS & GIRLS CLUB OLYMPIC PENINSULA	\$10,000.00
HIGH SCHOOL GREEN FEES; CAD DONATION	\$9,530.00
OLYMPIC MEDICAL CENTER FOUNDATION; Q1 DONATION	\$8,750.00
OLYMPIC MEDICAL CENTER FOUNDATION; Q2 DONATION	\$8,750.00
OLYMPIC MEDICAL CENTER FOUNDATION; Q3 DONATION	\$8,750.00
OLYMPIC MEDICAL CENTER FOUNDATION; Q4 DONATION	\$8,750.00
OLYMPIC PENINSULA YMCA; DONATION	\$7,500.00
WIGA SCHOLARSHIP AUCTION & GALA	\$6,000.00
PORT ANGELES MARATHON ASSOCIATION; SPONSOR	\$5,000.00
SEQUIM IRRIGATION FESTIVAL; SPONSOR	\$5,000.00
MACK ATHLETICS	\$5,000.00
SEQUIM CITY BAND; DONATION	\$5,000.00
GAMAS FOUNDATION; GOLF TOURNEY DONATION	\$5,000.00
CRAB FESTIVAL; SPONSOR	\$5,000.00
PORT ANGELES CHAMBER OF COMMERCE; WINTER ICE VILLAGE	\$5,000.00
OLYMPIC PENINSULA YMCA; YEARLY DONATION	\$5,000.00
PENINSULA HOME FUND; ANNUAL DONATION	\$5,000.00

\$1,000 TO \$4,999

FESTIVAL OF TREES	\$4,410.00
CAD TENT RENTAL; WINE FEST	\$2,200.00
CAD TENT RENTAL; SALMON DEFENSE	\$2,200.00
LONGSHOREMAN COCKTAIL PARTY; DONATION	\$4,080.00
PAPD; SHOP WITH A HERO	\$4,000.00
BOYS IN THE BOAT; TENT DONATION	\$4,000.00
BOYS & GIRLS CLUB OF OLYMPIC PENINSULA	\$3,950.00
SEQUIM WHEELERS 2023 SUPPORT	\$3,881.00
FROSTY MOSS FUNDRAISER; PARTIAL COASTS DONATED	\$3,500.00
JUAN DE FUCA FOUNDATION; DONATION	\$3,500.00
SNOHOMISH COUNTY BOYS & GIRLS CLUB; TOURNY SPONSOR	\$3,500.00
SEQUIM FOOD BANK; THANKSGIVING FUNDRAISER	\$3,408.00
SPECIAL OLYMPICS; DONATION	\$3,320.00
OLYMPIC VIEW COMMUNITY FOUNDATION; DONATION	\$2,500.00
SEQUIM JR. SOCCER; SPONSOR	\$2,500.00
JEFFERSON LAND TRUST; LOCAL FARM/FISH SPONSOR	\$2,500.00
SNOHOMISH BOYS & GIRLS; SWINOMISH GOLF SPONSOR	\$2,500.00
SEQUIM BASEBALL BOOSTERS; SPONSOR	\$2,500.00
PORT ANGELES ATHLETIC FOUNDATION; HALL OF FAME SPONSOR	\$2,500.00
OLYMPIC PENINSULA EQUINE NETWORK OPEN TRAIL, FUNDRAISER	\$2,500.00
SEQUIM SCHOOL BAND; DONATION	\$2,500.00
YMCA; 2023 CAMPAIGN SUPPORTER	\$2,500.00
SEQUIM YOUTH BASKETBALL; 2024 SPONSORSHIP	\$2,500.00
SEQUIM WRESTLING TEAM; DONATION	\$2,400.00
UNITED WAY; CAD TENT RENTAL	\$2,200.00
DEMOCRATIC PARTY; CAD GOLF DONATION	\$2,064.00
UNITED WAY OF CLALLAM COUNTY; LIVE UNITED SPONSOR	\$2,000.00
PORT ANGELES SHOTGUN COMMITTEE; SPONSOR	\$2,000.00
SEQUIM HIGH SCHOOL BOYS SOCCER PROGRAM; DONATION	\$2,000.00
WIGA; SPONSOR TUESDAY'S MORNING SNACK	\$2,000.00
LAUREL LANES CORP; BOWLING TOURNAMENT SPONSOR	\$2,000.00
NORTH PENINSULA BUILDERS ASSOCIATION; HOLIDAY GALA DONATION	\$2,000.00
SALVATION ARMY; ANNUAL DONATION	\$2,000.00
SNOHOMISH BOYS & GIRLS CLUB; LUMMI GOLF SPONSOR	\$2,000.00
CAD TENT RENTAL; SWINGING FOR THE ARTS	\$1,800.00
CAD TENT RENTAL; WIGA	\$1,800.00
CAD TENT RENTAL; LAKESIDE INDUSTRIES	\$1,900.00
CAD TENT RENTAL; WHINE & ROSES	\$1,800.00
CAD TENT RENTAL; CAPTAIN JOSEPH HOUSE	\$1,800.00
B&G CLUB OLYMPIC PENINSULA; TABLE SPONSOR	\$1,800.00
THE POINT CASINO; TEAM SPONSORSHIP	\$1,700.00
FATHER DAUGHTER DANCE	\$1,583.00





SHERIFFS AWARDS DINNER; DONATION	\$1,566.00
MACKLEMORE	\$1,528.00
IN THE ZONE BASEBALL; BB ACADEMY DONATION	\$1,500.00
T ANDERSON; TOURNY SPONSOR	\$1,500.00
PORT TOWNSEND ROTARY CLUB; DONATION TO AUCTION	\$1,500.00
SPECIAL OLYMPICS OF WASHINGTON; SPONSOR	\$1,500.00
SEQUIM FARMERS & ARTISAN MARKET	\$1,500.00
NORTH OLYMPIC SALMON COALITION; SALMON IN SCHOOLS DONATION	\$1,500.00
PORT ANGELES MASONIC LODGE #69; MASONIC TEMPLE REHAB DONATION	\$1,500.00
2023 WOLF PACK DONATION	\$1,500.00
PORT ANGELES HIGH SCHOOL BANQUET; DONATION	\$1,350.00
PA YOUTH BASKETBALL; DICK BROWN MEMORIAL TOURNY DONATION	\$1,250.00
ASTORIA GOLF COUNTRY CLUB; 29TH ANNUAL MENS MEMBER; GUEST	\$1,120.00
USHER SYNDROME COALITION	\$1,000.00
LINCOLN PARK; BMX ASSOCIATION	\$1,000.00
QVSA COMMITTEE; SCHOLARSHIP	\$1,000.00
NORTH OLYMPIC MUSTANGS CAR SHOW; DONATION	\$1,000.00
QUILCENE FAIR & PARADE; FAIR DONATION	\$1,000.00
JEFFERSON CHAMBER OF COMMERCE; LEADERSHIP AWARD	\$1,000.00
PORT TOWNSEND ROTARY; 11TH ANNUAL SPONSOR	\$1,000.00
DOVE HOUSE ADVOCACY SERVICES	\$1,000.00
KIWANIS CLUB SPONSOR; CAR SHOW DONATION	\$1,000.00
ELKS RIDERS; DONATION	\$1,000.00
K GRICE; PORT ANGELES YOUTH 100 ALL STAR; DONATION	\$1,000.00
OLYMPIC CHRISTIAN SCHOOL; GOLF TOURNY SPONSOR	\$1,000.00
PORT TOWNSEND FILM FESTIVAL; DONATION	\$1,000.00
FRIENDS OF CHIMCUM HIGH SCHOOL; MITCH BLACK TOURNY	\$1,000.00
SOROPTOMIST INTERNATIONAL OF SEQUIM GARDEN SHOW; DONATION	\$1,000.00
JEFFERSON COUNTY FAIR ASSOCIATION; DONATION	\$1,000.00
NORTH PENINSULA BUILDING ASSOCIATION; NPBA GOLF TOURNY SPONSOR	\$1,000.00
PA FINE ARTS; SHADOW FALL FESTIVAL; DONATION	\$1,000.00
PA POLICE DEPARTMENT; SHOP WITH A HERO EVENT	\$1,000.00
SMILES UNDER THE TREE; MAGIC OF CHRISTMAS DONATION	\$1,000.00
SEQUIM FOOD BANK; 2023 HOLIDAY MEAL PROGRAM	\$1,000.00
FIRE DISTRICT #3; CRAB FEED DONATION	\$1,000.00
THE ANSWER FOR YOUTH; CHRISTMAS PARTY DONATION	\$1,000.00
PORT TOWNSEND ROTARY CLUB; COMMUNITY BOWS 2023	\$1,000.00
PORT ANGELES FOOD BANK; ANNUAL DONATION	\$1,000.00
PORT TOWNSEND FOOD BANK; ANNUAL DOANTION	\$1,000.00
SEQUIM COMMUNITY AID; ANNUAL DONATION	\$1,000.00
IN THE ZONE BASEBALL	\$1,000.00

LESS THAN \$1,000

DONATIONS LESS THAN \$1,000 TO LOCAL SERVICE ORGANIZATIONS, COMMUNITY AND SCHOOL SPORTS TEAMS, BOOSTER CLUBS, SCHOOL FUNDRAISERS, WEDDINGS, CELEBRATIONS OF LIFE, AND MANY OTHERS \$26,211.00

SUBTOTAL COMMUNITY CONTRIBUTIONS \$396,326.00

PUBLIC DONATIONS

FIRE DISTRICT #3 STATION	\$1,000.00
SEQUIM POLICE DEPARTMENT	\$6,000.00
FIRE DISTRICT #5 STATION - MBR PLANT	\$10,000.00
CLALLAM COUNTY SHERIFF'S OFFICE	\$20,000.00
SUBTOTAL PUBLIC DONATIONS	\$37,000.00

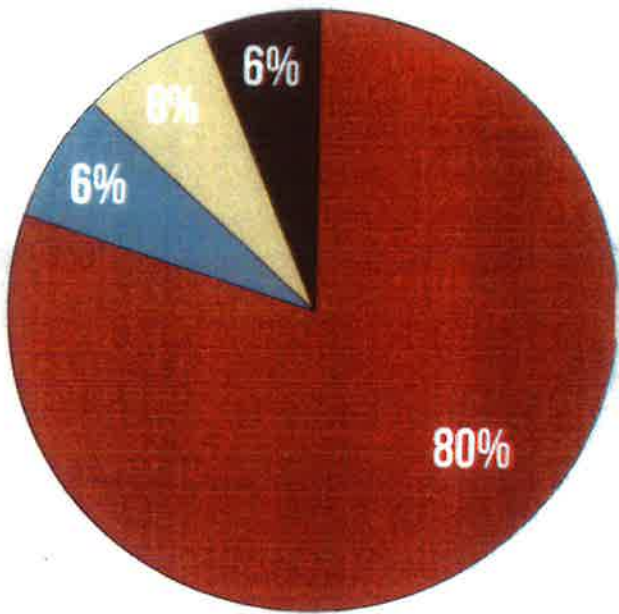
PROBLEM GAMBLING

EVERGREEN COUNCIL	\$5,000.00
JAMESTOWN S'KLALLAM TRIBE	\$34,801.00
SUBTOTAL PROBLEM GAMBLING	\$39,801.00

2023 TOTALS

SUBTOTAL COMMUNITY CONTRIBUTIONS	\$487,494.00
SUBTOTAL PUBLIC DONATIONS	\$37,000.00
SUBTOTAL PROBLEM GAMBLING	\$39,801.00
SUBTOTAL SMOKING CESSATION	\$37,628.00
GRAND TOTAL GIVING, 2023	\$510,755.00

2023 GIVING | JKT GAMING, INC.



COMMUNITY CONTRIBUTIONS	\$396,326.00
PUBLIC DONATIONS	\$37,000.00
PROBLEM GAMBLING	\$39,801.00
SMOKING CESSATION	\$37,628.00
GRAND TOTAL GIVING, 2023	\$510,755.00



7 CEDARS | THE CEDARS AT DUNDENESS GOLF COURSE | LONGHOUSE MARKET & DELI
JAMESTOWN S'KLALLAM TRIBAL ENTERPRISES



MAY 31 2024

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PUBLIC NOTICE

- Administrative Process for a Wetland Permit Application (WET 24-27) -

WHO: Members of the general public are provided notice onsite, or as close as practicable to the site, of the proposed action with a posting. All property owners within 300 feet of the proposed action are provided notice directly by mail to the name/address listed by Clallam County Assessor's Office. Stakeholders and community members are provided notice in the *Peninsula Daily News*, on the City's website, and at City Hall (321 East 5th Street, Port Angeles, WA 98262).

WHAT: The City of Port Angeles received a development application (see application details below). This application follows an administrative process with an internal decision by the Director of Community and Economic Development. Application information may be requested from the Department of Community & Economic Development (DCED) by emailing ced@cityofpa.us.

APPLICATION DETAILS: No. 24-27

APPLICATION TYPE: Wetland Permit	DESCRIPTION: Applicants propose a warehouse located in the Industrial Heavy zone.
APPLICANT: CESO Engineering	APPLICATION SUBMITTED: 4-12-2024
LOCATION: 4410 S Airport Rd	APPLICATION COMPLETE: 4-30-2024
ZONE: Industrial Heavy (IH)	SEPA COMMENT PERIOD CLOSE: 6-14-24

HOW TO COMMENT: Interested parties are encouraged to comment on the proposal and may request a copy of the decision and any appeal rights. Any interested parties may submit written comment during the 14-day public comment period. Written comments must be submitted prior to the close of the public comment period, care of the Department of Community & Economic Development (DCED), by email to ced@cityofpa.us or addressed to 321 E 5th Street, Port Angeles WA 98362 c/o DCED.

STATE ENVIRONMENTAL POLICY ACT: It is expected that a Determination of Non-Significance or Mitigated Determination of Non-Significance will be issued for the project per the WAC 197-11-355 optional DNS process. This may be the only opportunity to comment on the environmental impacts of the proposal. The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the subsequent threshold determination for the specific proposal may be obtained upon request.

Interested parties are encouraged to comment on the SEPA Checklist and may request a copy of the determination once the decision has been made. Any interested parties may submit written comment during the 14-day public comment period care of the Department of Community & Economic Development (DCED) by email to ced@cityofpa.us, or addressed to 321 E 5th St., Port Angeles, WA 98362 no later than the SEPA comment period closing date of 6-14-2024.

NO PUBLIC HEARING: This permit type is processed administratively, and a public hearing will not be conducted for this proposal. Written public comment provided on or before 5-31-2024 will be the only chance for the public to provide testimony regarding the administrative decision.

DECISION AND APPEAL INFORMATION: The Director's decision will be made based on the project record and written public comment within 90 days of the date of completeness determination. Any appeal of this decision shall be filed within 14 days after the date of decision.

LINK TO PROJECT INFORMATION: <https://www.cityofpa.us/145/Current-Projects-and-Plans>

FOR ADDITIONAL INFORMATION PLEASE CONTACT: William Habel, *Environmental Planner* at (360) 417-4750 or ced@cityofpa.us.



Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

RECEIVED
CLALLAM CO. COMMISSIONERS

MAY 31 2024

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TRANSMISSION SERVICES

May 29, 2024

In reply refer to: TEP-TPP-1

To: People interested in the Shelton-Fairmount Transmission Line Rebuild and Fiber Optic System Replacement Project

The Bonneville Power Administration (BPA) has finalized the environmental assessment (EA) for the Shelton-Fairmount Transmission Line Rebuild and Fiber Optic System Replacement Project. Based on the final EA, BPA is issuing a finding of no significant impact (FONSI) and has made a decision to proceed with the project. This letter describes BPA's decision, the construction schedule, and how to obtain additional information.

Background: BPA will fully rebuild the 40-mile-long Shelton-Fairmount No. 1 115kilovolt transmission line and replace the fiber optic communication cable system associated with the transmission line that runs 107 miles in total from Olympia, WA to Port Angeles, WA. The project will provide customers on the Olympic Peninsula a more reliable power source, increase the reliability and capabilities of the BPA communication system with the new fiber optic cable, and create a safer work environment for field operations and maintenance staff through transportation system upgrades.

BPA prepared an EA to help the agency determine if the project would cause significant impacts that would warrant preparing an environmental impact statement. BPA released the draft EA for public review and comment in August 2023 and received comments from eight entities. The final EA provides responses to those comments and minor revisions to the EA. Based on the EA analysis and mitigation measures to help lessen impacts, BPA has found that the project will not cause any significant impacts and, therefore, an environmental impact statement will not be prepared.

Decision: BPA has decided to construct the Shelton-Fairmount Transmission Line Rebuild and Fiber Optic System Replacement Project. Project construction is expected to begin in March 2025 and continue through October 2028, with breaks in construction during seasonal restrictions.

Copies Available: The final EA, FONSI, and mitigation action plan are available on BPA's website at www.bpa.gov/nepa/shelton-fairmount. If you previously requested a copy of the documents, they are enclosed. If you would like to obtain paper copies of any of these documents, please call our toll-free document request line at 1-800-622-4520; leave a request naming this project and giving your name and complete mailing address.

For More Information: If you have questions regarding the environmental process, please contact the Environmental Protection Specialist, Mike O'Connell, toll-free at 800-622-4519, directly at 503-230-7692, or by e-mail at mjoconnell@bpa.gov.

If you have other questions or would like more project information, please call Scott Lissit, Project Manager, at the toll-free number listed above, directly at 503-230-5057, or by e-mail at salissit@bpa.gov.

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Thank you for your interest in our work.

Sincerely,



Emmanuel Jaramillo
Supervisory Electrical Engineer

Enclosures (if requested):

Final EA

FONSI/Mitigation Action Plan

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1C

AGENDA ITEM SUMMARY JUN 11 2024

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

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: June 10, 2024**

REGULAR AGENDA ☒ **Meeting Date: June 11, 2024**

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

Item summary:

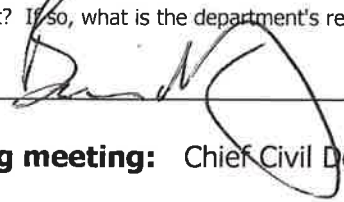
- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Seeking BOCC authority to Submit Federal Grant Proposal By Letter of Authorization |

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office would like to submit a grant proposal seeking federal grant funding of \$9,580,029 under the Defense Community Infrastructure Program. These federal funds would be used to pay a substantial amount of the construction costs to build the new Joint Public Safety Facility. The NOFO requires that the contracting authority submit a Letter of Authorization to submit the grant proposal. This grant opportunity requires no match.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
BOCC sign Letter of Authorization.

County Official signature & print name:  Sheriff Brian King

Name of Employee/Stakeholder attending meeting: Chief Civil Deputy Waknitz, Diane Harvey

Relevant Departments: Sheriff's Office

Date submitted: 06/05/24

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item - Defense Community Infrastructure Grant Proposal
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



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

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

TODD MIELKE, County Administrator

June 11, 2024

LETTER AUTHORIZING SUBMITTAL OF DEFENSE COMMUNITY INFRASTRUCTURE PROGRAM GRANT PROPOSAL APPLICATION

COL Sally Hannan
Office of Local Defense Community Cooperation
2231 Crystal Drive, Suite 520, Arlington, VA 22202-3711

Dear Colonel Hannan:

Pursuant to the requirements of Section D.2.M. of the Notice of Funding Opportunity Number OLDCC-24-F-0001 regarding the Defense Community Infrastructure Program (the "DCIP NOFO"), the Clallam County Board of Commissioners, as the contracting authority, and after reviewing the eligibility and submission requirements under the DCIP NOFO, hereby authorizes any of its listed Official Representatives registered with Grants.gov and authorized to sign grant applications for Federal assistance to submit, through Grants.gov by 5 p.m. PDT on June 17, 2024, the Clallam County Project Grant Proposal: Construction of Joint Public Safety Facility in Support of Naval Base Kitsap-Bangor 98362-3015 with all accompanying documentation required under the DCIP NOFO.

The Joint Public Safety Facility project is an investment in safety, communications, community welfare and ultimately, in saving lives. We hope you look favorably upon this proposal which will provide significant military value to the Navy in supporting its maritime operations along Clallam County's coastline.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



AGENDA ITEM SUMMARY

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

JUN 11 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 6-3-24

REGULAR AGENDA ☒ Meeting Date: 6-11-24

Item summary:

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

Executive summary:

Clallam County Public Works has submitted an application to request a grant from the Opportunity Fund in the amount of \$940,000 for the Clallam Bay/Seki Sewer System Pump Station Replacement Project.

One May 23, 2024 the Opportunity Fund Advisory Board (OFB) convened in accordance with Clallam County Code 5.40 to consider the application submitted by Clallam County Public Works.

Clallam County owns and operates two Wastewater Treatment Plants and the two associated collection systems located in the Clallam Bay/Seki Urban Growth area. This infrastructure was installed in 1978 and has been operating continuously ever since.

The Clallam EDC deemed the application met all requirements to be considered by the OFB and deemed it eligible for funding according to CCC 5.40.041.

The Prosecuting Attorney's Office has reviewed and approved the application.

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?** ☐
\$940,000 – Opportunity Fund

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review application and request a call for hearing to hold hearing and request approval of a resolution on June 25, 2024.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Opportunity Fund Board – Alan Barnard, Clallam EDC – Colleen McAleer, Prosecuting Attorney's Office, Finance Department, Clallam County Public Works

Date submitted: May 29, 2024

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

Opportunity Fund Clallam Bay Seki Sewer 6-11-24
Revised: 3-04-2019

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

PUBLIC HEARING

Proposed Grant from the Opportunity Fund for the
Clallam Bay/Sekiu Sewer System Pump Station Replacement Project

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, June 25, 2024 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Resolution listed above. The proposed Resolution is available on the County website

<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

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

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

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: Public Hearing to consider a Resolution proposed grant from the Opportunity Fund for the Clallam Bay/Sekiu Sewer System Pump Station Replacement Project

Publish: June 14, 2024
Bill: Board of Commissioners

Loni Gores, MMC, Clerk of the Board



MEMORANDUM FOR RECORD

RECEIVED
CLALLAM CO. COMMISSIONERS

MAY 23 2024

1...2...3...A...

TO: Clallam County Commissioners

CC: Clallam County Opportunity Fund Board Members
Mark Lane, Clallam County Chief Financial Officer
Colleen McAleer, Clallam County EDC Executive Director

FROM: Alan Barnard, Chairman of the Opportunity Fund Board

DATE: May 23, 2024

RE: Opportunity Fund Board Meeting – May 23, 2024 – Clallam Bay/Sekiu Sewer System Pump Station Replacements

On May 23, 2024, the Opportunity Fund Advisory Board convened in accordance with Clallam County Code 5.40 to consider an application from Clallam County Public Works for a request in the amount of \$940,000 in supplemental funding for the Clallam Bay/Sekiu Sewer System Pump Station Replacements.

An abridged version of the application made by Clallam County public Works is attached.

The outcome of the meeting was to forward the application from the Clallam County Public Works Department to the Board of County Commissioners for approval. The following motion passed unanimously:

"The Opportunity Fund Board recommends to the Board of County Commissioners to approve a grant in the amount of \$940,000 to fund the Clallam Bay/Sekiu Sewer System Pump Station Replacements."

The Clallam EDC deemed the application met all requirements to be considered by the Opportunity Fund Advisory Board and deemed it eligible for funding according to CCC 5.40.041.

Board members posed in-depth inquiries to the applicant regarding loan options and whether pursuit of county, state or federal funding could be obtained.

Should you require any additional information please contact me.

Sincerely,


Alan Barnard
Chair, Clallam County Opportunity Fund Board



Clallam County Board of Commissioners

223 East Fourth Street, Suite 4

Port Angeles, WA 98362

360.417.2233

**OPPORTUNITY FUND
APPLICATION**

Section 1 – Applicant Information

Date: 01/05/2024		Project Title: Clallam Bay/Seki Sewer System Pump Station Replacements	
Local Government Applicant: Clallam County Public Works			
Contact: Ronald Garcelon			
Address: 223 E 4th Street, Suite 6			
City: Port Angeles		Zip: 98362	
Phone #: 360-417-2441		POC Email: ron.garcelon@clallamcountywa.gov	
Position of Authorized Signer: Steve Gray, Deputy Director of Public Works			

Section 2 – Attach a copy of your Detailed Description of Project Proposal including information regarding why the Opportunity Funds are necessary and other funding sought.

Please see Attachment A

CLALLAM COUNTY BOARD OF COMMISSIONERS

OPPORTUNITY FUND FINAL APPLICATION FORM

Section 3 – Application Funding Requested

Amount of Loan Requested:	\$ 0
Amount of Grant Funds Requested	\$940,000
Local Government Match:	\$ 3,196
Private Matching Funds: (if applicable)	\$ 0
State Matching Funds: (if applicable)	\$ 0
Federal Matching Funds: (if applicable)	\$ 0
Total Project Cost:	\$943,196
Amount Raised to Date:	\$3,196

Loan terms proposed: *(if applicable)*

Requested Rate of Interest:	
Total number of years for repayment:	
# of Years for Deferral Period: (if applicable):	
Type of Loan Payment Schedule: (Check One Type Below)	
Straight Line Amortization	
Decreasing Payments	
Increasing Payments	
Other (Specify in Project Proposal)	

If Opportunity Fund grant funding is being applied for explain the project's revenues will not have sufficient cashflow to support loan payments:

Due to the low population of this area, there is insufficient revenue in the Clallam Bay/Seki Sewer systems to fund required capital improvements and replacements. In 2023 Clallam County passed a new comprehensive ordinance for the Clallam Bay/Seki sewer systems. This ordinance has resulted in an increase of \$199,000 invoiced for sewer service per year. However, with the costs for operation and maintenance (O&M) of the aging systems, they are still operating at a deficit. A rate

evaluation for an updated ordinance is planned for later in 2024. The goal of the proposed rate adjustments is to cover the remaining funding gap for O&M. There is insufficient population in the Clallam Bay – Sekiu area for user fees to cover both O&M and loan payments for needed capital improvements.

Section 4 – Project Site Information:

- A) Link and page # detailing the project's inclusion in an officially adopted Clallam County overall capital facilities plan, or economic development section of Clallam County's comprehensive plan, or the comprehensive plan of a city within Clallam County:

<https://www.clallamcountywa.gov/DocumentCenter/View/14458/Capital-Plan> Page 3

2018 General Sewer and Wastewater Facilities Plan:

<https://www.clallamcountywa.gov/DocumentCenter/View/5039/General-Sewer-and-WasteWater-Facilities-Plan-PDF?bidId=>

Clallam Bay / Sekiu General Sewer/Facilities Plan Amendment:

<https://www.clallamcountywa.gov/DocumentCenter/View/13155/GSPWWFP-Report-Amendment-2-13-23?bidId=>

- B) Include a site map of the area. Identify the location of the site, and public infrastructure (existing and/or proposed).

Please see attached.

- C) Project cost breakdown:

Engineering, Design and Specifications for Clallam Bay and Middle Point Pump Stations:

Clallam Bay Pump Station:

County Staff Design/Engineering \$39,875

County Survey Crew \$ 9,896

Middle Point Pump Station:

County Staff Design/Engineering \$39,875

County Survey Crew \$ 9,896

Total: \$99,542

CLALLAM COUNTY BOARD OF COMMISSIONERS

OPPORTUNITY FUND FINAL APPLICATION FORM

Pumps, controls, telemetry, wet wells, dry wells for both pump stations:

Clallam Bay Pump Station:

Two Sewage Pumps:	\$94,095
Telemetry:	\$ 4,976
Wet Well Components:	\$25,106
Dry Well Components:	\$10,235
Controls:	<u>\$15,078</u>

Middle Point Pump Station:

Two Sewage Pumps:	\$85,338
Telemetry:	\$ 4,976
Wet Well Components:	\$25,106
Dry Well Components:	\$20,470
Controls:	<u>\$15,078</u>

Total: \$300,458

RFP, Contract and Installation of both pump stations by selected contractor:

Clallam Bay Pump Station:

RFP Preparation & Contract:	\$ 2,138
Installation of Pump Station by Selected Contractor:	\$254,250
Construction Management:	\$ 9,662

Middle Point Pump Station:

RFP Preparation & Contract:	\$ 2,138
Installation of Pump Station by Selected Contractor:	\$262,150
Construction Management:	<u>\$ 9,662</u>

Total: \$540,000

- D) Specifically, for what element(s) of the project are Opportunity Fund Program (OFF) dollars being requested?

-Engineering, Design and Specifications of two pump stations: Clallam Bay Pump Station & Middle Point Pump Station

-Purchase of 4 sewage pumps, 2 control panels & telemetry for two pump stations

-Components for wet wells and dry wells for two pump stations

-RFP, Contract, and Installation of pump stations by selected contractor

- E) Estimated schedule for project completion:

Estimated Completion Dates:

- Begin Engineering: 08/30/2024
- All permits obtained: N/A
- Land/Right-of-Way Acquisition N/A
- Complete Engineering 12/01/2024
- Order Pumps & Materials 12/01/2024
- Complete Bid Documents 12/31/2024
- Award Construction Contract 02/28/2025
- Begin Construction 04/30/2025
- Complete Construction 12/31/2025
- Project Operational 12/31/2025
- Other: _____

- F) What other jurisdictions are involved in the planning, design, financing, construction, operation or use of this project? (cities, counties, state/federal agencies, tribes, etc.):

Clallam County is the only jurisdiction involved with this project.

- G) Will the applicant maintain the project? If not, who will be responsible for its maintenance?

Clallam County Public Works will maintain the pump stations as part of the Clallam Bay/Seki Sewer System.

CLALLAM COUNTY BOARD OF COMMISSIONERS

OPPORTUNITY FUND FINAL APPLICATION FORM

Section 5 – Affordable Workforce Information (if applicable):

- A) Does this project directly fund infrastructure related to Affordable Workforce Housing?

Yes	XX
No	

If no, skip to Section 6.

This project directly funds infrastructure related to all buildings, residential, public owned or commercial in the service area. This includes all workforce housing in the service area.

- B) If applicable, describe the number of workforce housing units in project that would receive funding if approved:

	Leased	Fee Simple	120%
Type of Units: (e.g., Single Family Residential, fourplex, apartment, etc.):	SFR & Multifamily	SFR & Multifamily	SFR & Multifamily
# of Units in Type:	71	55	
# of Bedrooms per Unit:			

***253 Leased, 197 Fee Simple. The numbers above assume ~28% workforce per capita.**

- C) 100% of Clallam County's Area Median Income (AMI) used for this application: **\$80,800.**
Clallam Bay Median Income: \$44,321, Sekiu Median Income: \$72,917 (Based on 2022 American Community Survey data)
- D) Source used to determine most recent year available for Clallam County's AMI: **HUD**
- E) Describe whether the housing will be for a single person, family, or unrelated persons or a combination: **existing housing.**
- F) If applicable, describe the procedures that will be followed to ensure the occupants are in the workforce and meet the 120% AMI threshold: **N/A**

Section 5 – Private Sector Commitment or Involvement (if applicable)

A) Identify private sector firm(s) and contact person(s) involved in the project:

Private Entity: N/A
POC at Entity:
POC Telephone:
Will entity locate to Project Site?

B) Explain the private sector's involvement in the project. Why does the private sector require the proposed public infrastructure improvements?

N/A

C) Type of jobs to be created/retained:

	# Jobs Retained	# Jobs Created	Ave Annual Wage
Management/Admin (exclusive of owners)			
Supervisors/Professional			
Entry Level Workforce			

This project funds infrastructure that supports all job retention, potential job creation and any residential activities in the project area (Clallam Bay/Seki UGA). Based on Paycheck Protection Plan (PPP) data, 40 jobs in Clallam Bay and 27 jobs in Seki were retained. This is a conservative estimate as not all businesses applied for PPP funding. Furthermore, the project directly funds infrastructure that serves the Clallam Bay Fire Hall, the post office, the Hospital Clinic, North Olympic Library Clallam Bay site and the Clallam Bay School. The school employs 33 full-time workers and serves 124 students.

D) Projected annual gross payroll (exclusive of owner group):

1-3 Years:	\$
3-5 Years:	\$
5-10 Years:	\$

- E) Does the Private Entity commit to signing a standard NDA and to allow a representative from the Clallam EDC to review their Annual Payroll Report to confirm job creation and payroll when requested within the first ten-year term? (check one) **N/A**

Yes	
No	

Section 6 – Financial Information of Applicant

This section examines the general financial status of the applicant.

- A) Provide the most current annual financial report reviewed by the State Auditor. If the most current year is not representative of the past five years, please provide additional information or reports.

The report Financial Statements and Federal Single Audit Report Clallam County for the period January 1, 2022 – December 31, 2022 can be found at:

<https://www.clallamcountywa.gov/ArchiveCenter/ViewFile/Item/901>

- B) Identify funds (General Fund, Utility Fund, etc.) that will be eligible to repay an OFP loan. If any funds cannot be used to service OFP debt, please explain. If a particular fund or revenue source has been identified for repayment of the loan, please describe.

N/A

Section 7 – Declaration

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE OPPORTUNITY FUND BOARD IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of responsible official:

Print or Type Name and title:


Steve Gray, Deputy Director
Public Works

CLALLAM COUNTY BOARD OF COMMISSIONERS
OPPORTUNITY FUND FINAL APPLICATION FORM



Clallam County Public Works Department

223 E. Fourth St., Suite 6

Port Angeles, WA 98362-3000

Section 2- Attachment A

Clallam County owns and operates two Wastewater Treatment Plants (WWTPs) and the two associated collection systems located in the Clallam Bay/Sekiu Urban Growth Area (UGA). This infrastructure was installed in 1978 and has been operating continuously ever since. The collection systems consist of gravity piping and seven pump stations that deliver sewage to the treatment plants. The Clallam Bay/Sekiu Sewer Service Area is the boundary of the UGA. The attached maps show the service area and sewer system infrastructure.

The Clallam Bay-Sekiu UGA is a residential and economic center along the County's remote northwest coastline. The two UGA sewer systems provide for the necessary wastewater collection and treatment needs for residents, recreational developments, community businesses, (e.g., restaurants, stores, gas station, etc...), public institutions (e.g., school, library) and parks, and other developments. In addition, during the fishing seasons (April – October) there is a very large number of recreational visitors. These recreational visitors travel there from both inside and outside of Clallam County. The sewer systems serve all the RV parks, hotels, and rental properties occupied by visitors during this time. The local economy relies on the recreational activities provided by the area and supported by the sewer infrastructure.

The *2018 Clallam Bay/Sekiu General Sewer/Wastewater Facilities Plan* identifies the sewer/wastewater system improvements needed. The County is in the process of updating the 2018 Plan assisted by state grant funding to incorporate additional value engineering and alternatives for needed capital improvements, particularly related to the need to replace and upgrade the two existing wastewater treatment plants. This plan update identifies the same system improvements with updated estimates in 2023 dollars: \$13,964,300 for gravity system collection and conveyance related improvements; \$4,910,500 (lift/pump station improvements); and \$24,563,000 for wastewater treatment plant capital improvements. A draft plan amendment has been prepared and submitted to the Washington State Department of Ecology for review and approval.

The Clallam Bay and Sekiu UGA residential, recreational, commercial, public, and other sewer system users cannot generate sufficient revenue to fund these needed and required capital improvements from user fees alone. The amount of utility fee increases that would be required would be cost prohibitive for this small community with many residents and small businesses with limited budgets.



Clallam County Public Works Department

223 E. Fourth St., Suite 6

Port Angeles, WA 98362-3000

Historically, user fees have also been insufficient to fully fund the minimum day-day operation and maintenance (O&M) of the two sewer systems in the UGA. The substantial shortfall has been funded by the County's general fund to keep this essential infrastructure operating to serve the community. The County is closing this funding shortfall for O&M with user-based funding. For example, the recent adoption of a new sewer ordinance has resulted in an increase of approximately \$200,000 generated from sewer system users by addressing at how service connections are assessed. However, even with this revenue increase, the costs for O&M of the aging systems, additional user funding will need to be assessed to fully fund O&M. A rate evaluation for an updated ordinance is planned for late 2024. The goal of the proposed rate adjustments is to cover the remaining funding gap for O&M.

Clallam County is addressing the capital improvement needs in a phased approach that is significantly dependent on obtaining grant funding. For example, the County has completed two major sewer conveyance/piping projects in Sekiu with assistance of over two million of grant funding through the Department of Ecology's Clean Water Program. This is specifically due to the condition of the old concrete piping which allows groundwater to infiltrate and has caused multiple overflows in the treatment plants each wet season. To date, the county has replaced 4,568 ft of sewer main pipe, 797 ft of side sewer pipe, and 19 manholes. Additional sewer conveyance improvements are planned in 2024 under this state grant/loan program for similar conveyance system improvements.

In addition to phasing completing of conveyance system improvements identified in the 2018 Plan, the County is securing funding to phase repair/replacements of seven lift/pump stations. To date, the county has repaired/replaced two of the pump stations (Sekiu Pump Station and Lighthouse Pump Station). The next two pump stations that need to be replaced are the Clallam Bay Pump Station and the Middle Point Pump Station. The first two pump stations were paid for with Real Estate Excise Tax (REET) funds. Since then, available REET funding has been allocated to other projects.

The Clallam County Public Works Department is requesting \$940,000 of Opportunity Fund grant funding to construct the needed repair/replacements of the Clallam Bay and Middle Point lift/pump stations. The attached maps show the location of these two lift/pump stations.

1e



AGENDA ITEM SUMMARY

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

JUN 11 2024

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** 06/03/2024

REGULAR AGENDA ☒ **Meeting Date:** 06/11/2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Resolution modifies change funds for Health and Human Services - Operations. Change funds in place for Health and Human Services-Operation are currently \$300. HHS would like to transfer custodian Karenann Mygind's (\$100) change fund to Samuel Mitchell (\$100). This would leave the HHS-Operations change fund dollar to remain the same (\$300) and is for transfer for custodian only.

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?** ☐
Funds are in the HHS budget.

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

County Official signature & print name:  KEVIN LoPICCOLLO

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health & Human Services

Date submitted: May 29, 2024

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - Petty Cash Change Funds 05.29.24.docx
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



RESOLUTION _____, 2024

MODIFYING CHANGE FUNDS FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Change funds in place for HHS-Operations are currently \$300. HHS would like to transfer custodian Karenann Mygind (\$100) to Samuel Mitchell (\$100). This will leave the HHS-Operations change fund dollar amount to remain the same (\$400.00) and is for transfer of custodian only.

Budget/Fund	Name	Current Amount	New Amount
11301.511	HHS – Operations	\$300 (Port Angeles)	No change
11301.511	HHS – Operations	\$100 (Forks)	No change

The custodians in the Port Angeles Office are: Lois Blank (\$100), Kim Warren (\$100), and Samuel Mitchell (\$100).

The custodians in the Forks Offices are: Ruby Nelson (\$50) and Tina Moody (\$50).

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

1. Modify the above change funds for the HHS-Operations Change Fund.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Mark Ozias



AGENDA ITEM SUMMARY

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

1f
JUN 11 2024

Department: Public Records

WORK SESSION ☒ Meeting Date: 6-3-24

REGULAR AGENDA ☒ Meeting Date: 6-11-24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Resolution appointing Jesse Major as the Public Records Officer.

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?)

Resolution appointing Jesse Major as the Public Records Officer.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Public Records, IT Department

Date submitted: May 23, 2024

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



RESOLUTION _____, 2024

APPOINTING PUBLIC RECORDS OFFICER

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Public Records Officer Kelly Gonzalez resigned on May 3, 2024.
2. Jesse Major is the Deputy Public Records Officer and has been performing as the Public Records Officer until the position could be filled.
3. Effective June 3, 2024 Jesse Major is appointed to serve as the Public Records Officer for Clallam County.

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

1. Jesse Major is appointed as the Public Records Officer effective June 3, 2024

PASSED AND ADOPTED this 11th day of June 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mark Ozias



AGENDA ITEM SUMMARY

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

2a
JUN 11 2024

Department: Parks, Fair and Facilities

WORK SESSION ☒ **Meeting Date: 06.03.2024.**

REGULAR AGENDA ☒ **Meeting Date: 06.11.2024.**

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

Item summary:

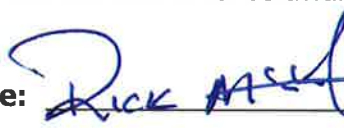
- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 301-24-002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Agreement Between Owner (Clallam County) and Contractor (Signature Roof Service, LLC) for the Fairgrounds Art Barn Roof Replacement Project #2401FG in the amount of \$85,758.75 tax included.

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?** ☐ **Funds are in the Budget for \$200,000. This is a REET 1 Project**

Recommended action: Parks, Fair and Facilities recommends awarding the contract to Signature Roof Service, LLC, for \$85,758.75

County Official signature & print name:  Rick McFarlen.

Name of Employee/Stakeholder attending meeting: Rick McFarlen

Relevant Departments: Parks, Fair and Facilities.

Date submitted: 05.22.2024.

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

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

**Clallam County Parks, Fair &
Facilities Department**

**Clallam County Fairgrounds
-Art Barn Roof Replacement-**

Located at the Clallam County Fairgrounds
Port Angeles, WA

PROJECT NUMBER:
#2401FG

March 2024

Owner Representative:

Clallam County Parks, Fair & Facilities Department
223 East 4th Street, Suite 7
Port Angeles, WA 98362
Contact: Rick McFarlen, Deputy Director
Phone: 360.417.2302
Email: rick.mcfarlen@clallamcountywa.gov

For the:
BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair
Randy Johnson
Mark Ozias

PROJECT MANUAL

CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT
NOTICE OF CALL FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners 223 East Fourth Street, Room 150, Port Angeles, Washington until **10:00 a.m. on Tuesday, April 23rd, 2024**, for:

CLALLAM COUNTY
-ART BARN ROOF REPLACEMENT-

complete drawings and specifications may be obtained from Clallam County Parks, Fair & Facilities, Department 223 East Fourth Street Suite 7, located in the basement of the courthouse. All bidding and related questions shall be directed to Rick McFarlen, Clallam County Parks, Fair & Facilities. Phone: 360.417.2302 Email; rick.mcfarlen@clallamcountywa.gov

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL - CLALLAM COUNTY - ART BARN ROOF REPLACEMENT**". Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362, or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents received late by the Commissioners' Office, delivered to other offices, received by fax or email or by any other means will not be considered. **Late bids will be returned unopened.**

Note: All Bids shall include a 5% Bid Bond on a form approved by Clallam County.

Clallam County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit 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.

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 or all bids and to waive minor informalities in the process or to accept the bid, which in its estimation best serves the interests of Clallam County.

Bidders on the Washington State Dept. of Labor & Industries or federal debarment list are prohibited from bidding on this project.

Construction Timeframe: 120 Calendar Days from Agreement Approval

A pre-bid walk-through will be conducted on Tuesday, April 16th, 2024@ 2:00 PM. All interested bidders are to meet at the project site, located at Clallam County Fairgrounds 1608 West 16th Street, Port Angeles, WA. This will be the only opportunity for bidders to review the as-built conditions. Owner and/or the Owners representative will be on site throughout the afternoon to answer questions and provide access for bidders. A bidder's absence will be considered as part of the Bidder responsibility criteria as set forth in the Specifications and Contract Documents.

APPROVED this _____ day of --- 2024.

**BOARD OF CLALLAM COUNTY
COMMISSIONERS:**

Mike French, Chair

ATTEST:

Loni Gores, Clerk of the Board

Publish: **April 5th, and April 12th, 2024** (PDN)

Bill; Parks, Fair & Facilities Department.

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. Bidding Requirements include Advertisement and Notice of Call for Bids, Instructions to Bidders, Bid Forms, Sample Contract Forms, and Supplementary Instructions. Contract documents consist of Agreement or Contract Form between Owner and Contractor, Conditions of the Contract including General, Supplementary, Drawings, Plans, Specifications, and all Addenda issued prior to execution of the Contract.
- 1.2 Addenda are written or graphic instructions issued by the Owner or Owner's representative Engineer, which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 A Bid is a properly completed and signed proposal to do the work for sums stipulated and submitted in accordance with the Bidding Documents.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform work described as the base to which work may be added or deleted for sums stated in Alternate Bids.
- 1.5 An Alternate Bid is an amount stated in the Bid to be added or deducted from the Base Bid if Alternate work is accepted.
- 1.6 A Unit Price is an amount stated in the Bid as a price per unit for materials, equipment, or service as described in Bidding Documents.
- 1.7 A Bidder is a person or entity who submits a Bid
- 1.8 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of work.

ARTICLE 2 BIDDER'S REPRESENTATION

- 2.1 By making a Bid, the Bidder represents that the Bidder has visited the site and become familiar with local conditions under which the work is to be performed, has read and understands all Bidding and Contract Documents, and correlated personal observations with the requirements of the proposed contract documents. Site visits shall be as stated on Notice of Call for Bids.
- 2.2 The Bid is based upon materials, equipment, labor and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of Bidding Documents from the location(s) designated in the Advertisement or Notice of Call for Bids in the number, and for the deposit sum, if any stated therein (limit of 2 sets per contractor). The deposit sum will be refunded to Bidders who submit a bonafide Bid and return Bidding Documents in good condition within ten days after receipt of Bids. A bidder receiving the Contract Award may retain Documents and deposit will be returned.

3.1.2 Bidders shall use complete sets of Bidding documents in preparing Bids; neither Owner nor Owner's representative Engineer assumes responsibility for errors or misrepresentations resulting from use of incomplete Bidding Documents.

3.1.3 In making copies of the Bidding Documents available, the Owner and/or Owner's representative Engineer, do so for the purpose of obtaining Bids and do not confer a license or grant permission for any other use of the Bidding Documents.

3.1.4 Copies of bidding documents and specs are available for review in the Parks Office, Room 052/Suite 7 in the basement of the courthouse.

3.2 Interpretation or correction of Bidding Documents

3.2.1 The Bidder shall carefully examine the Bidding Documents, examine the site and local conditions, and compare them with other work being bid concurrently or presently under construction to the extent that it relates to work being Bid, and shall at once report to the Owner and/or Owner's representative Engineer errors, inconsistencies, or ambiguities discovered.

3.2.2 The Bidder and sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Owner and/or Owner's representative Engineer at least seven days prior to the date of receipt of Bids.

3.2.3 Changes in the Bidding Documents will be made by Addendum and changes made in any other manner will not be binding and Bidders shall not rely upon them.

3.3 Substitutions

3.3.1 The materials, equipment, products described in the Bidding Documents establish a standard of function, dimension, appearance, and quality to be met by any substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless a written request for approval has been received by Owner or Owner's representative Engineer at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the materials or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contractors that incorporation of the proposed substitution would require, shall be included. The burden or proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.3.5 Should any proposed product substitution require any redesign work by the Owner and/or Engineer or his consultations to accommodate the substitute product, costs for such redesign work shall be included in the Bid amount and shall be paid to the Engineer or Owner at his usual rates for the time expended in the required redesign work.

ARTICLE 4 BIDDING PROCEDURES

4.1.1 Bids shall be submitted on forms identical to ones included in the Bidding Documents; shall have all blanks filled out in ink (typed or manually); with sums expressed in words and figures where indicated

with words governing, and all alternates and unit prices bid. If alternates do not change Base Bid, enter "no change".

4.1.2 interlineations, alterations, and erasures must be initialed by the signer of the Bid.

4.1.3 Bid shall include the legal name of Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall give the state of incorporation or corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 Bid security.

4.2.1 Each Bid shall be accompanied by a bid security in a.) cash, b.) cashier's check/money order, c.) certified check, or d.) Surety Bond in the amount of 5% of the total Bid amount. Bid security shall be in form required, pledging that the Bidder will enter a Contract with the Owner on the terms stated in the Bid, and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Bid security of the lowest three Bidders may be retained by the Owner for a period not to exceed 30 days following opening of Bids. All other Bidders' securities shall be returned within ten days of date of receipt of bids. Should Bidder fail to enter into a Contract or furnish bonds where required, the amount of Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.2 Surety Bond shall be written on required forms and the attorney-in-fact who executes the bond shall affix to Bond a certified and current copy of the power-of-attorney.

4.3 Submission of bids

4.3.1 Bids, Bid Security, and other documents required to be submitted with the Bid shall be enclosed in a sealed, opaque envelope marked with the notation "BID PROPOSAL" with project name clearly marked on the outside of the envelope. The envelope shall be addressed to the party receiving the Bids as identified in the Advertisement or Notice Call for Bids and include the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with notation "BID PROPOSAL ENCLOSED" and the project name on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date will be returned unopened. The Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.3 Oral, telephone, telegraphic, or fax Bids are invalid and will not receive consideration.

4.4 Modification or withdrawal of Bid

4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period of thirty days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation of the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 Bids received on time and properly identified will be opened and read aloud at the Board of Commissioners meeting held immediately after the time and date for receipt of Bids as advertised in Notice Call for Bids.

5.2 The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

5.3 The Owner may determine that a Bidder is not responsible and reject his proposal for any of the reasons found in Clallam County Code Chapter 3.12.

5.4 Bid award.

5.4.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owners judgment, is in the Owner's best interests.

5.4.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

6.1 Contractor's Qualification Statement - Bidders to whom award of a Contract is under consideration shall submit to the Owner or Owner's representative Engineer, upon request, a properly executed Contractor's Qualification Statement in the form requested by the Owner.

6.2.1 Submittals - The Bidder shall, within three days of notification of selection for the award of a Contract, furnish the Owner or Owner's representative Engineer in writing if not required to be included on the Bid Proposal Form:

1. Work to be performed by Bidders own forces.
2. A complete list of sub-bidders or sub-contractors to be used to complete this project.
3. Name of project superintendent or foreman to be used.
4. Names of manufacturers, products, and supplies of principal items or systems proposed for the Work.

6.2.2 Prior to award of the Contract, the Owner, or Owner's representative Engineer, will notify Bidder if Owner has a reasonable objection to a person or entity proposed by Bidder. If Owner has an objection, the Bidder may (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost, if any, occasioned by the substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of withdrawal or disqualification, the Bid Security will not be forfeited.

6.2.3 Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner.

6.2.4 A copy of Contractor's UBI Certification shall be submitted with the signed agreement.

ARTICLE 7 PERFORMANCE AND PAYMENT BOND

7.1 Bond requirements

7.1.1 The Bidder shall furnish bonds covering faithful performance and payment of all obligations as described in the Bidding Documents and all bonds shall be paid for by the Bidder and costs shall be included in Bid.

7.2 Time of delivery and form of bonds

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

7.2.2 Unless otherwise provided, the bonds shall be written on forms provided by Owner, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum plus sales tax.

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT

8.1 Form to be used.

8.1.1 The Agreement for the Work shall be the completed sample included in the Bidding Documents and shall be signed by the Bidder within ten days of notice by the Owner of award of Contract to the Bidder.

END OF SECTION 00200

BID PROPOSAL FORM

Project Name: Clallam County Fairgrounds Art Barn Roof Replacement
Project Number(s): #2401FG

To: CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT

Submission of this bid proposal certifies that the Undersigned has examined the project site and the conditions of work; and has carefully read and thoroughly understands the Bidding Documents governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said Bidding Documents and agrees to accept as payment for said work the amounts indicated below under Bid Proposal. The base bid shall include all work except that indicated in the Alternates.

The Undersigned acknowledges that payment will be based on the actual work performed, as measured or provided for in accordance with the said contract documents; Base Bid, Alternates and Unit Prices shall not include State of Washington Sales Tax. Contractor shall pay state sales tax and the County will pay appropriate sales tax to the contractor. Appropriate sales tax is to be added to invoice amounts after award of bid.

BID PROPOSAL**1. BASE BID AMOUNT:**

Seventy eight thousand Seven hundred fifty dollars (\$ 78,750⁰⁰)

2. ALTERNATE BID AMOUNT:

NIA dollars (\$ 0)

3. TOTAL BID:

Seventy eight thousand seven hundred fifty dollars (\$ 78,750⁰⁰)

CONTRACTOR'S CERTIFICATION OF BIDDING & CONTRACT DOCUMENTS

By signing this form, the Contractor certifies that based on the Contractor's knowledge and review, that the Contractor finds the Bidding Contract Documents sufficiently complete and in sufficient detail to perform the work required.

NON-COLLUSION STATEMENT

By signing this proposal, the Contractor certifies that he/she has not participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this project for which this proposal is submitted.

NON-DISCRIMINATION

The Contractor hereby agrees to not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age or presence of any sensory, mental or physical disability.

INDEPENDENT CONTRACTOR STATEMENT

The Contractor certifies that 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, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor.

ADDENDA

Receipt of Addenda(s) numbered 1 addenda WH
is hereby acknowledged and all costs of the Work therefore have been included in the Bid Proposal.

BIDDER NAME AND SIGNATURE

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name:

Signature Roof Service LLC

Address: 27614 132nd Ave SE
Ken WA 98042

Telephone (206) 236-8232

Contractor's License No.

SIANARS807DF

Exp. Date 3/6/26

The firm submitting this proposal is a:

LLC

Sole Proprietorship
Corporation
Partnership

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

William Hague - owner/governor

Billie Jean Hague - owner/governor

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)

[Signature]
Billie Jean Hague (Seal)

FIRM NAME _____

END OF SECTION 00300

ARTICLE 1 -STATEMENT OF BIDDER'S QUALIFICATIONS

Upon notification of intent to award bid, Contractor shall complete and submit the below information within three days of notification by Owner.

1. Name of Bidder: _____
2. Business Address _____
3. How many years has said bidder been engaged in the contracting business under the present firm name?
4. Contracts now in hand (Gross Amount) _____
5. General character of work performed by said company:

6. List of more important projects constructed by said company, including approximate costs and dates
7. List of company's major equipment:
8. Bank references:
9. Department of Labor and Industries Firm No.: _____
10. Department of Revenue Registration: _____

Name of Bidder

Title

By

Date

The Contractor shall submit a complete list of all major material suppliers and a sub-contractor's list within three days of notification of Bid award or upon request by the Owner. NOTE: Per RCW39.30.060, projects expected to cost one million dollars or more are required, as part of the Bid or within one hour after the published Bid submittal time, to submit a subcontractor list. Failure to submit this information shall render the Bid Nonresponsive. (See RCW39.30.060 for full text)

[illegible][illegible]

ARTICLE 3 - RETAINAGE INVESTMENT OPTION DECLARATION

CONTRACTOR: _____

PROJECT NAME: **Clallam County Fairgrounds Roof Replacement**
PROJECT NO.: **#2401FG**

DATE: _____

Pursuant to RCW 60.28.011, as amended, you may choose how your Retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your Retainage as described in "Current Expense" Option 1 below:

- _____ 1. Interest Bearing Account: The County will deposit Retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work is completed, or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 2. Escrow/Investments: The County will place the Retainage checks in escrow with a bank or trust company for thirty days following the final acceptance of the improvement or work as completed. When the money reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.
- _____ 3. The Contractor may at his/her option choose to not submit a performance bond and agrees to a 50% Retainage in lieu of a performance bond. Retainage to be released when Contract is complete, and all paperwork submitted. (Pertains to projects under \$35,000.00 only)

Retainage is normally released 30-60 days after final acceptance of work by the County or following receipt of Labor and Industries Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

(Title)

ARTICLE 4 - PERFORMANCE AND PAYMENT BOND FORM

PERFORMANCE BOND FOR CLALLAM COUNTY, WASHINGTON

Bond No. _____

WE, _____ d/b/a _____
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **CLALLAM COUNTY, WASHINGTON** (hereinafter "County"), as Oblige, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. _____ between Principal and County, which total is **initially** _____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents. Said contract (hereinafter referred to as "the Contract") is for _____ and _____ is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. _____ between the below-named Contractor and County for _____, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof shall void or impair Surety's obligation hereunder.
- (3) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
 - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
 - (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
 - (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to

DIVISION ZERO
Section 00400

attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or

(d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(4) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Clallam County, Washington.

(5) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Clallam County, and to the extent required under RCW Ch. 39, all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by the Contract.

(6) No rider, amendment or other document modifies this Bond except as follows, which is hereby incorporated herein.

(7) Surety shall give to Principal and to County not less than sixty (60) days' prior written notice by certified mail, return receipt requested, of the effective date of the expiration or cancellation of this bond.

(8) Principal must provide County with a replacement bond, acceptable to County, not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (7).

(9) If Principal fails to provide the replacement bond not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition

(7) above, such failure shall constitute a default under this bond, for which County may make a claim, and Surety shall be obligated to make immediate payment under this bond of all sums.

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint ventures of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

FOR THE SURETY:

By _____
(Signature of Attorney-in-Fact)

(Type or print name of Attorney-in-Fact)

(Type or print telephone number for Attorney-in-Fact)

FOR THE PRINCIPAL:

By: _____
(Signature of authorized signer for Contractor)

(Type or print name of signer for Contractor)

(Type or print title of signer for Contractor)

STATE OF _____) COUNTY OF _____)	) ss:)	ACKNOWLEDGMENT FOR CONTRACTOR On this ____ day of _____, _____, before me a notary public in and for the State of _____, the person described in and who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written. _____ (Signature of Notary Public) Notary Public in and for the State of _____ residing at _____ My commission expires _____
SEAL		

STATE OF _____) COUNTY OF _____)	) ss:)	ACKNOWLEDGMENT FOR SURETY On this ____ day of _____, _____, before me a notary public in and for the State of _____, Attorney-in-Fact for the Surety that executed the foregoing bond and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written. _____ (Signature of Notary Public) Notary Public in and for the State of _____ residing at _____ My commission expires _____
SEAL		

ARTICLE 5 - INDUSTRIAL INSURANCE PREMIUMS AND CONFESSION OF JUDGMENT

1. The contractor shall pay, and is responsible for payment of, all industrial insurance premiums that become due and payable to the Washington State Department of Labor and Industries (Department) pursuant to Title 51, RCW, whether such premiums are attributable to the contractor or its subcontractors.
2. In the event that Clallam County is required to make industrial insurance premiums to the Department due to the failure, neglect or refusal of the contractor to make payment as required herein, the contractor authorizes Clallam County to take judgment against it, and the contractor hereby confesses judgment, in the amount which Clallam County is required to pay the Department pursuant to Title 51, RCW to satisfy contractor's liabilities hereunder. The contractor confesses judgment in an amount equal to the entire industrial insurance premium liability due to the Department on behalf of the contractor and its subcontractors hereunder, less any premium payments previously made to the Department by the contractor.
3. The contractor expressly agrees that the amount confessed herein was expressly negotiated and that the amount due to Clallam County for satisfying contractor's obligations to the Department hereunder is due, justly due or to become due.
4. Until such time as Clallam County is actually reimbursed for industrial insurance premiums paid to the Department due to the failure, neglect or refusal of the contractor to meet its obligations hereunder, the contractor shall be debarred from bidding on any projects for which Clallam County solicits bids.

Corporate:

State of _____)
County of _____) ss

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ (president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(CORPORATE SEAL)

(Contractor's Signature)

(Title)

Notary Public in and for the State of Washington
Residing at _____

Individual:

State of _____)
County of _____) ss

On this day personally appeared before me _____ to me known to be the individual, or individuals described herein and who executed the within and foregoing instrument and acknowledged that he (*she or they*) signed the same as his (*her or their*) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this _____ day of _____, 20____.

(Contractor's Signature)

(Title)

Notary Public in and for the State of Washington
Residing at _____

ARTICLE SIX- INSURANCE CERTIFICATE - SAMPLE

FORM 05/97/08 PW-ROADS		CLALLAM COUNTY, WA CERTIFICATE OF INSURANCE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
------------------------------	--	--	---

INSURED (Legal name and business address) CLALLAM COUNTY, WASHINGTON PUBLIC WORKS DEPARTMENT COURTHOUSE 211 HATFIELD COURT, SUITE 200 PORT ANGELES, WA 98362	CERTIFICATE HOLDER: CLALLAM COUNTY, WASHINGTON PUBLIC WORKS DEPARTMENT COURTHOUSE 211 HATFIELD COURT, SUITE 200 PORT ANGELES, WA 98362	DATE ISSUED: 10/1/2024
--	--	--------------------------------------

PROJECT DESCRIPTION, LOCATIONS, VEHICLES / EQUIPMENT / OTHER ITEMS PROJECT: CLALLAM COUNTY COURTHOUSE RENOVATION LOCATION: 211 HATFIELD COURT, SUITE 200, PORT ANGELES, WA 98362 VEHICLES / EQUIPMENT: 1 (1) 2014 FORD F-150, 1 (1) 2014 FORD F-150, 1 (1) 2014 FORD F-150
--

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.															
CO VER	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective MM/DD/YYYY	Date Policy Expires MM/DD/YYYY	AMOUNTS IN THOUSANDS										
D	Commercial General Liability Commercial General Liability Workers Compensation Owners & Contractors Protection				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>General Liability</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Workers Compensation</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Professional & Advertising Liability</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Each Occurrence</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Aggregate</td> <td style="text-align: right;">\$</td> </tr> </table>	General Liability	\$	Workers Compensation	\$	Professional & Advertising Liability	\$	Each Occurrence	\$	Aggregate	\$
	General Liability	\$													
	Workers Compensation	\$													
	Professional & Advertising Liability	\$													
Each Occurrence	\$														
Aggregate	\$														
Automobile Liability All Owned Autos Scheduled Autos Non-Owned Autos Garage Liability Deductible \$					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>CSL</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Bodily Injury (per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Bodily Injury (per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Property Damage</td> <td style="text-align: right;">\$</td> </tr> </table>	CSL	\$	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage	\$		
CSL	\$														
Bodily Injury (per person)	\$														
Bodily Injury (per accident)	\$														
Property Damage	\$														
EXCESS LIABILITY Other Than Umbrella Form					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Each Occurrence</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Aggregate</td> <td style="text-align: right;">\$</td> </tr> </table>	Each Occurrence	\$	Aggregate	\$						
Each Occurrence	\$														
Aggregate	\$														
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>STATUTORY</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>(Each Accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>(Disease Policy Limit)</td> <td style="text-align: right;">\$</td> </tr> </table>	STATUTORY	\$	(Each Accident)	\$	(Disease Policy Limit)	\$				
STATUTORY	\$														
(Each Accident)	\$														
(Disease Policy Limit)	\$														
OTHER															

ADDITIONAL PROVISIONS CLALLAM COUNTY is included as additional insured as related to the above-mentioned project. Should any of the above described policies be cancelled before their expiration date, the issuing Company must deliver or mail, not less than 45 days written notice to the above Certificate Holder, per RCW 48.18.290.	
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COMPANIES PROVIDING COVERAGE	ISSUING COMPANY, AGENT OR REPRESENTATIVE														
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage. If clarification is needed.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">NAME</td> <td></td> </tr> <tr> <td>ADDRESS</td> <td></td> </tr> <tr> <td>Authorized Signature</td> <td></td> </tr> <tr> <td>Title</td> <td></td> </tr> <tr> <td>Signature Date</td> <td></td> </tr> <tr> <td>Signee Name</td> <td></td> </tr> <tr> <td>Telephone No</td> <td></td> </tr> </table>	NAME		ADDRESS		Authorized Signature		Title		Signature Date		Signee Name		Telephone No	
NAME															
ADDRESS															
Authorized Signature															
Title															
Signature Date															
Signee Name															
Telephone No															

END OF SECTION 00400

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: Clallam County Fairgrounds Art Barn Roof Replacement
Project Number(s): #2401FG

This agreement is entered into between Clallam County, a political subdivision of the State of Washington, hereafter called "County" and **Signature Roof Service, LLC, 27614 132nd AVE SE, Kent Washington, 98042**, hereinafter called "Contractor". The Owner and Contractor agree as set forth below:

1. This Agreement is comprised of the Bidding Documents, Contract Documents, the Agreement, Plans and Specifications as described in the Contract Documents, Addenda issued prior to execution of this Agreement and modifications issued after execution of this Agreement. This agreement contains and is subject to the General Conditions attached hereto as Attachment A and hereby incorporated by reference.
2. The Contractor shall execute the entire work described in the Bidding and Contract Documents
3. The date of commencement is the date the Contractor receives a signed copy of this Agreement by the Board of Commissioners which shall be considered the notice to proceed.
4. **The Contractor shall achieve Substantial Completion of the entire work no later than 110 Calendar Days from Contract Approval subject to adjustments provided for in the Contract Documents. All work shall meet Final Completion no later than 120 Days from Contract Approval.**
5. The Owner shall pay the Contractor in current funds for Contractor's performance of the Contract the Contract Sum of **Seventy-Eight Thousand Seven Hundred Fifty Dollars and No Cents (\$78,750.00)**, subject to additions and deductions as provided in the Contract Documents.
6. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
Alternates/Unit Pricing:

Alternate #1:

Unit Price #1:
7. Progress Payments
 - a. The Owner shall make progress payments to the Contractor on account of the Contract Sum as provided below and elsewhere in the Contract Documents.
 - b. The Contractor shall submit Application for Payment on AIA Document G702 forms not more than once per month or Contractor's own form with same information found on G702 Forms.
 - c. The Contractor shall submit Application for Payment prior to the last day of each calendar month to the Owner or Owner's Representative Engineer.
 - d. The Owner shall make progress payments within 15 calendar days of receipt of Application for Payment and certification that work has progressed satisfactorily.
 - e. Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Engineer may require. This schedule, unless objected to by the Owner or Owner's Engineer, shall be used as a basis for reviewing the Contractor's Applications for payment.
 - f. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
 - g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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- ☐ Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total

Contract Sum allocated to that portion of the Work in the schedule of values, less Retainage of five percent. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

- ☐ Add that portion of the Contract Sum properly allocable to materials and equipment delivered, and suitably stored at the site for subsequent incorporation in the completed construction less Retainage of five percent.
- ☐ Subtract the aggregate of previous payments made by the Owner; and
- ☐ Subtract amounts, if any, for which the Owner or Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions.

8. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct non-conforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a Final Certificate for Payment has been issued by the Owner or Owner's Representative Engineer; such final payment shall be made by the Owner not more than 30 days after the issuance of the Owner or Owner's Representative Engineer's final Certificate for Payment, punch list is completed and all close-out paperwork and documents have been submitted to the Owner including Department of Revenue clearance.

9. Other documents, if any, forming part of the Contract Documents are as follows:

A. UBI Certification # 604-58-4835 (copy to be attached to Agreement)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of ____, 2024

CONTRACTOR:

Name

(By)

(Its)

Date: _____, 2024



This Contract has been Approved as To Form by the
Clallam County Prosecuting Attorney

OWNER:

Clallam County Commissioners

Mike French, Chair

Attest:

Loni Gores, Clerk of the Board

END OF SECTION 00500

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 GENERAL PROVISIONS

1.1 Definitions

1.1.1 Contract Documents - consist of Agreement between Owner and Contractor, General Conditions of the Contract, Supplemental Conditions, Bidding Documents, Bonds, Drawings and Specifications, Addenda, approved Alternates, and modifications issued after execution of the Agreement.

1.1.2 The term Work means the construction and services required by the Contract Documents and includes all labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

1.1.3 The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work.

1.1.4 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment construction systems, standards and workmanship for the Work and performance of related services.

1.1.5 The Project Manual is the volume assembled for the work which includes the Bidding Documents including Call for Bids and Instructions to Bidders, and Contract Documents.

1.2 Execution, Correlation, and Intent

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement.

1.2.2 Execution of the contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical, or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.6 The apparent silence of the specifications or plans as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of first quality are to be used. All interpretations of these specifications shall be made on the basis above stated.

1.3 Ownership of Documents

1.3.1 The Drawings, Specifications and other documents prepared by the Owner or Owner's Engineer are instruments of the Owner's service through which the Work to be executed by the Contractor is described. The Owner shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright.

ARTICLE 2 OWNER

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner shall furnish surveys, utility locations, or other records that the Owner has presently on file or presently knows of to the contractor upon request. The Owner will not provide additional surveys, layouts or locations unless specifically stated elsewhere in the Contract Documents.

2.1.3 The Owner shall be responsible for obtaining the septic permit as it relates to this project.

2.1.4 The Owner shall have additional responsibilities enumerated herein.

2.1.5 If the Contractor fails to correct Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 3 CONTRACTOR

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Owner errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the Contractor recognized (or should have recognized) such error, inconsistency or omission and knowingly failed to report it to the Owner. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.1.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.

3.1.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

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3.1.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.1.6 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.1.7 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.1.8 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.1.9 The Contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.1.10 The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, with the exception of the septic permit that has already been obtained by the Owner.

3.1.11 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.1.12 If the Contractor observes that portions of the Contract Documents are at variance with codes, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.1.13 If the Contractor performs Work knowing or should have known it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.1.14 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.1.15 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.1.16 The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.

3.1.17 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless, the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or

resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

3.1.18 With respect to performance of this agreement and as to claims against the county, its elected and appointed officers, agents and employees, the Contractor expressly waives its immunity under Title 51 RCW, the Industrial Insurance Act, as now and 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. This waiver is mutually negotiated by the Owner and Contractor.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 The Owner's project manager shall be the administrator of the contract unless the Owner has agreement for Architectural services.

4.1.1 The Architect is the person lawfully licensed to practice Architecture or an entity lawfully practicing Architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

4.1.3 The Architect will provide administration of the Contract as described in the Contract documents and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period. The Architect will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.1.4 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check observations as an Architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.1.5 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.1.6 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts to the Owner who has final approval and authority.

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4.1.7 The Architect, with Owner's approval, will have authority to reject Work which does not conform to the Contract documents. Whenever the Architect, with Owner's approval, considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect, with Owner's approval, will have authority to require additional inspection or testing of the work. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.1.8 The Architect will review and, with Owner's approval, approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

4.1.9 The Architect, with the Owner's approval, will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the work as provided in Paragraph 7.1.4.

4.1.10 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

ARTICLE 5 SUBCONTRACTORS

5.1 Definitions

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

5.1.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not, after due investigation, the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection.

5.1.3 The Contractor shall not contract with the proposed person or entity to whom the Owner has made a reasonable and timely objection.

5.1.4 If the Owner has a reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.1.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and

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redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 6 CONSTRUCTION BY OWNER

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 The Owner shall provide for coordination of the activities of the Owner's own forces

6.1.3 If part of the Contractor's Work depends, for proper execution or results, upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

ARTICLE 7 CHANGES IN THE WORK

7.1.1 Changes in the work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect/Engineer.

7.1.3 Changes to the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order.

7.1.4 A Change Order is a written instrument prepared by the Owner or Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

1. a change in the Work,
2. the amount of the adjustment in the Contract Sum, if any, and
3. the extent of the adjustment in the Contract Time, if any.

ARTICLE 8 TIME AND LIQUIDATED DAMAGES

8.1.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.1.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be

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furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.1.3 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, then the Contract time shall be extended by Change Order.

8.1.4 Should the Contractor fail to complete the Work within the Contract Time, the Owner will sustain damage.

8.1.5 Therefore, the parties agree that the Contractor shall pay the Owner, as liquidated damages and not as penalty, an amount as follows, which shall be considered to be the amount of the damage sustained by the Owner on account of the condition specified and shall continue to be paid until the condition specified is met.

8.1.6 It is agreed by the parties that time is of essence in this agreement and, if the date of final completion is delayed, the Owner will be damaged. The exact amount of damage will be difficult to calculate, but will include such items as outside leases, loss of efficient function, and inconvenience to the public and to the Owner. **It is agreed between the parties that the amount of damages will be Two Hundred Fifty Dollars and No Cents (\$250.00) per calendar day from Final Completion date as designated on the Form of Agreement between Owner and Contractor.** The Owner may deduct the sum of such liquidated damages from any moneys due or that may become due the Contractor; or if such moneys are insufficient, the Contractor or his Surety or Sureties shall pay the difference.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.1.2 Before the first Application for Payment, the Contractor shall submit to the Owner or Architect a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.1.3 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner or Architect, if one is used, an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies or requisitions from Subcontractors and material suppliers and reflecting Retainage if provided for elsewhere in the Contract Documents.

9.1.4 Such applications may include requests for payment on account of changes in the work which have been properly authorized by Change Orders.

9.1.5 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

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9.1.6 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work.

9.1.7 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.1.8 The Owner shall determine the payment amount to be made to the Contractor.

9.1.9 At the time each month stipulated in the Owner/Contractor Agreement, the Owner shall pay to the Contractor an amount equal to ninety-five percent (95%) of the value of labor and material incorporated in the work, all as approved by the Architect in accordance with the provisions of the Contract Documents; such amount paid to the Contractor shall be less the total of all previous payments and deductions provided for in the Contract Documents. The five percent (5%) withheld shall be Retainage, which shall be paid as provided hereinafter. The percentage of contract retained shall be five percent (5%) pursuant to RCW Chapter 60.28, as amended. Thirty days after final acceptance of the completed work, the balance due will be paid, provided,

- a. The work is fully completed.
- b. Certification has been received by the Owner from the State Department of Labor and Industries, as to payment of prevailing wages, in conformance with laws.
- c. Certification has been received by the Owner from the State Department of Revenue that all taxes have been paid, no tax lien may exist, and
- d. The Contractor warrants to the Owner all claims by materialmen and workmen, if any, for unpaid charges against the work have been satisfied, and
- e. To hold the Owner harmless from all liens on the completed work.

In the event these provisions are not met, the Owner may pay a percentage of the Retainage, holding back that quantity of money for materialmen and laborer's liens, tax liens, cost and attorney's fees to defray the cost of foreclosing all other liens, costs, and Engineer's fee to defray cost of additional Construction Administration services.

After the award of a Contract for public improvement or work for which retained percentages are required to be reserved under the provisions of RCW 60.28.010., Owner shall require the Contractor to exercise in writing, one of the options listed in RCW 60.20.010.

Retained amounts shall be paid into an escrow account, if requested, in a financial institution chosen by the Contractor and approved by the Owner, the interest earnings from which shall accrue to the benefit of the Contractor.

9.1.10 Final payment will not be made by the Owner until all contract conditions and requirements have been fulfilled and all forms and certificates are received in full.

9.1.11 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner or Architect will promptly make such inspection, and when Owner and Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if, in fact, the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless by written agreement of the Owner and Contractor.

10.1.3 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby.
2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors, and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

10.1.4 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

10.1.5 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.1.6 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.1.7 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations.

10.1.8 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.1.9 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

10.1.10 The Contractor agrees to comply with Chapter 49.18 RCW providing that no laborer, workman, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do the work or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such as

danger to life or property, the hours of work may be extended, but in such cases shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the Owner. Contractor further agrees the said Contract is terminable in case the Contractor shall violate the provisions of such act.

ARTICLE 11 INSURANCE & BONDS

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. claims for damages insured by usual personal injury liability coverage which are sustained. (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
7. claims involving contractual liability insurance applicable to the Contractor's obligations.

11.1.2 The Contractor shall name the Owner, the Engineer, their consultants, and their officers, agents, and employees, as additional insured on the insurance policies, except the workers' or workmen's compensation policy. The Contractor shall obtain from the Owner and Engineer the list of names to appear on the insurance policies.

11.1.3 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation.
 - a. State: Statutory
 - b. Applicable Federal (e.g. Longshoremen, harbor Work, Work at or outside U.S. Boundaries): Statutory
 - c. Employer's Liability: \$2,000,000.00
 - d. Benefits Required by Union labor contracts: as applicable.
 - e. Include all-states endorsement.
2. Comprehensive General Liability (Including Premises-Operations; Independent Contractor's Protective, Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury:
 - \$1,000,000.00 Single Limit Per Occurrence
 - Full Contract Amount Aggregate, Products and Completed Operations
 - b. Property Damage: Course of Construction Insurance
 - Full Contract Amount Each Occurrence
 - Full Contract Amount Aggregate

- c. Products and Completed Operations Insurance shall be maintained until 30 days after final completion.
 - d. Property Damage Liability Insurance shall include coverage for the following hazards: Vandalism, Fire, Explosion, Collapse, and Underground
 - e. Contractual Liability:
 - 1. Bodily Injury: \$1,000,000 Each Occurrence
 - 2. Property Damage:
 - Full Contract Amount Each Occurrence
 - Full Contract Amount Aggregate
 - f. Personal Injury with Employment Exclusion Deleted: \$1,000,000.00 Aggregate
3. Comprehensive Automobile Liability (Owned, Non-owned, Hired)
- a. Bodily Injury:
 - \$1,000,000.00 Each Person
 - \$1,000,000.00 Each Occurrence
 - b. Property Damage: \$500,000.00 Each Occurrence
4. If possible, all of the above insurance coverage shall be carried with the same insurance company.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner and the Architect prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, the Architect, the Contractor, and the Owner's insurer. Certificates shall be furnished in duplicate and stipulate all coverage required, and the Contractor shall furnish to the Owner and the Architect copies of all endorsements that are subsequently issued amending coverage or limits.

11.1.5 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made.

11.1.6 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

11.1.7 The Contractor shall secure and pay for performance and payment bonds issued by a bonding company, licensed to transact business in the locality of the project, on a Bond Form executed in pursuance to Chapter 39.08 Revised Code of Washington. The Bond Form must comply with all requirements of the Owner's attorney.

The surety bond shall be in the following penal sums:

- Performance Bond 100% of agreement sum, including Washington State Sales Tax
- Labor and Material 100% of agreement sum, including Washington State Sales Tax
- Four copies of Bond Certification required.

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11.1.8 The Contract Bond or an equivalent Maintenance Bond shall continue in full force until final acceptance of the Work by the Owner.

11.1.9 The Contractor guarantees the excellence of both workmanship and material, and the payment of all obligations incurred until the Work is finally accepted and for (30) days thereafter, and until the provisions of the Contract Documents are fulfilled.

11.1.10 For the projects under \$25,000.00, Contractor may agree to a 50% Retainage fund in lieu of providing a performance bond. The Retainage fund to be held by the County until work is complete, all paperwork is turned in and state releases signed and returned to County.

ARTICLE 12 WARRANTY

12.1.1 The Contractor shall warranty all labor, materials and work performed for a period of 1 year from date of final completion.

ARTICLE 13 LAW, SUCCESSORS, TESTS

13.1.1 The contract shall be governed by law of the place where the project is located.

13.1.2 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.1.3 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.1.4 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except a may be specifically agreed in writing.

13.1.5 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority and shall bear all related costs of tests, inspections and approvals. The contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.1.6 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures.

13.1.7 If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures.

13.1.8 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

ARTICLE 14 TERMINATION

14.1.1 The Owner may terminate the Contract if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials.
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
4. otherwise, is guilty of substantial breach of a provision of the Contract Documents.

ARTICLE 15 PREVAILING WAGES

15.1.1 REQUIRED: CONTRACTOR TO FILE STATEMENT OF INTENT TO PAY PREVAILING WAGES AND AFFIDAVIT OF WAGES PAID. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries of the State of Washington. The prevailing wage rates for the locality or localities where this Contract will be performed shall be determined by the Industrial Statistician of the Department of Labor and Industries, and are, by reference, made a part of this contract as though fully set forth herein. Current prevailing wage data is furnished by the Industrial Statistician.

15.1.2 Statement of Intent to Pay Prevailing Wages: The Contractor, on or before the date of commencement of work, shall complete, file and pay for a statement under oath with the Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or Subcontractor which shall be not less than the prevailing rate of wage. (State Form LI 700-29), State of Washington, Department of Labor and Industries, "Statement of Intent to Pay Prevailing Wages on Public Contract" form. Such statement and any subsequent statements shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. Therefore, the Contractor shall familiarize himself with this form and all its requirements. The Owner will not distribute any payments until all required certified copies of such forms are received.

15.1.3 It is the responsibility of the Contractor to require all his Subcontractors to complete and pay for "Statement of Intent to Pay Prevailing Wages" forms, submit these documents to the Department of Labor and Industries for certification and forward certified copies to the Owner as proof that the prevailing wage requirements of RCW 39.12.040 have been satisfied. Additional forms may be obtained from the Department of Labor and Industries, Industrial Relations Division, General Administration Building, Olympia, Washington 98504, and from all 15 service locations of the Department of Labor and Industries.

15.1.4 Each voucher claim submitted by a Contractor for payment on a project estimate shall state that prevailing wages have been paid in accordance with the pre-filed statement or statements of intent on file with the Department of Labor and Industrial Statistician.

15.1.5 The Contractor and Subcontractors shall further certify that:

- a. He has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offer) to solicit or receive this Contract and
- b. He has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offer) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this Contract; and

- c. He has not been asked or otherwise coerced, either expressed or implied, into contributing funds, for any purpose as a condition to doing business with the Owner; and
- d. He agrees to furnish information relating to items 1, 2 and 3 as requested by the contracting officer.

15.1.6 It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State, and his decision therein shall be final, binding and conclusive on all parties involved in the dispute.

15.1.7 Upon completion of a Public Works Project, the Contractor, for himself and on behalf of all Subcontractors, shall file "Affidavit of Wages Paid" forms. Forms properly executed by the Contractor and all Subcontractors shall be submitted with proper payment to: Department of Labor and Industries, Industrial Insurance Division, Underwriting Section, General Administration Building, Olympia, WA 98504. Each "Affidavit of Wages" must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. Copies of all required statements must be on file with the Owner before the retained percentage is released.

15.1.8 Upon completion of a Public Works project, the Contractor shall file a "Release for the Protection of Property Owner and General Contractor" form (LI 206-83 release 1-67) with the Department of Labor and Industries. The Owner will not disburse final payment or the Retainage to the Contractor until a release has been issued by the Department of Labor and Industries. Contractor shall pay for all costs of obtaining and filing all Labor and Industries forms.

ARTICLE 16 OFFSHORE ITEMS

16.1.1 In compliance with RCW 39.25, the Contractor shall furnish the Owner a certified statement setting forth the nature and source of Offshore items more than \$2,500 which have been utilized under each prime contract in the performance of the work. "Offshore Items" are those items procured from sources beyond the territorial boundaries of the United States including Alaska and Hawaii. This certified statement is mandatory and shall be received before final payment is made on the contract.

ARTICLE 17 PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

17.1.1 Pursuant to Chapter 62, Laws of 1973, 1st Ex. Session, those provisions of federal, state and local statutes, ordinances, and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect, or are affected by, the herein described project are, to the extent they are reasonably obtainable, as follows: RCW 43.21.030; RCW 90.58.140; RCW 90.58.320; and RCW 70.94.152. Conform with the provisions thereof.

ARTICLE 18 DISCRIMINATION

18.1.1 The Contractor, by entering this contract, agrees that Discrimination in all phases of employment is prohibited by Title VII of the Civil Rights Act of 1964, Presidential Executive Order 11375, the Washington State Law Against Discrimination, Chapter 49.60 RCW, and by Gubernatorial Executive Orders 66-1 and 70-01, among other laws and regulations.

18.1.2 During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, marital status, or

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the presence of any physical, sensory or mental handicap, nor shall the Contractor commit any of the other unfair practices defined in RCW 79.60, the Washington State Law Against Discrimination.

2. The Contractor will, in all solicitations or advertisements for employees, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, sexual orientation, age, marital status, or the presence of any physical, sensory, or mental disability.
3. The Contractor will send to each labor union, employment agency, or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of the Contractor's commitments under this contract and RCW 49.60, the Washington State Law Against Discrimination.
4. The Contractor will permit access to its books, records and accounts, and to its premises by the Owner or the Washington State Human Rights Commission for the purpose of investigation to ascertain compliance with these specifications.
5. The Contractor will include the provisions of clauses 1. through 4. above in every Subcontract or purchase order, so that such provisions will be upon each Subcontractor or vendor.

ARTICLE 19 COUNTY/CONTRACTOR RELATIONSHIP

19.1.1 In the event that either the state or federal government determines that an employer-employee relationship exists, rather than an independent contractor relationship, such that Clallam County is deemed responsible for federal withholding, social security contributions 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 based upon the following formula:

Total amount to be reimbursed = Deduction from payment / Number of payments remaining

Notwithstanding a determination by the state or federal government that an employer-employee relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees, including, but not limited to, vacation and medical benefits.

19.1.2 The status of the Contractor hereunder is that of an independent contractor and the Contractor shall not be construed to be an employee of Clallam County. As an independent contractor, the Contractor is not entitled to any benefits available to employees of Clallam County and the Contractor is responsible for withholding any moneys required to be withheld from the Contractor's employees pursuant to local, state, or federal law including, but not limited to, worker's compensation, social security, and taxes.

END OF SECTION 00600

GENERAL REQUIREMENTS

1. SUMMARY OF WORK

- A. Contract Description: The work of this contract includes

1. Clallam County Fairgrounds

**Roof Replacement on Art Barn. Need of other repairs as determined.
Roof to be snap lock metal.
Color TBD**

Remove Existing asphalt shingle Roofing System, Clean and dispose of debris.

Inspect the decking for any damaged or rotten wood. Replace any damaged decking with like kind.

Metal Roof

Install new High Temp Ice Shield.

Install new Synthetic Felt Underlayment

Install new 2" Mechanically Seamed .024-gauge 16" Standing Seam Roofing System

Install new Eave Drip Edge

Install new Rake Drip Edge

Install new Side Wall Flashing

Install new Hip and Ridge Cap

Install new Pipe Flashings

Install new .024 Gauge Commercial Gutter

Install new .024 Gauge Downspouts

Fabricate and install new custom 24 Gauge fascia covering over all Rake and lower eaves

-
- B. The Contractor is responsible for verifying all systems, assemblies, and details of construction prepared by the Owner or Owner's consultant as appropriate to and within the standard practices of the building trades involved. The Contractor and all his subcontractors and sub-subcontractors shall have reviewed all documents thoroughly and shall report any/all discrepancies, irregularities, and items that differ from standard practices during the bidding phase. The Contractor shall be responsible for ensuring proper coordination between the Owner and all trades and all the corresponding documentation directing those trades. The Contractor shall also be responsible for confirmation of all manufacturers' instructions and special requirements for the use and application of their products.

2. WORK NOT IN CONTRACT

- A. 'NIC' (Not in Contract) items are as follows

1.

3. CONTRACTOR USE OF PREMISES

- A. The Contractor shall have access only to the areas where the new work is to be executed. The Contractor shall coordinate with the Owner for staging, power outages, construction, and parking during construction, which will be limited to the area of Work. Work times and dates shall be scheduled and approved by the Owner prior to start of work.

- B. Given the nature of the day-to-day operations of this facility, it is imperative that all scheduling of work be approved beforehand by the Owner.

4. UNIT PRICING

- A. See Bid Forms, Section 00300
- B. Unit Prices: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

5. ALTERNATES

- A. Alternates quoted on Bid Forms, Section 00300, will be reviewed and accepted or rejected at the Owner's option.
- B. Coordinate related Work as required for a proper installation of all the Work of this Contract.
- C. Alternates: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

6. COORDINATION

- A. Coordinate scheduling, submittals, trades, and Work of the various sections of specification to ensure efficient and orderly sequence of installation of interdependent construction elements with a minimum of public service disruption.

7. WORKING HOURS

- A. Working hours shall be per the Contractor's set time frame(s).
- B. The Owner has no timeframe requirements, although the Owner must be notified a minimum of 36 hours before any construction work so that proper signage and notification can be given to the public.

8. EXAMINATION

- A. Verify that existing conditions are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

9. PREPARATION

- A. Clean substrate surfaces prior to applying the next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

10. SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier, and pertinent Contract Document references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in

accordance with the requirements of the Work and Contract Documents, prior to submitting the submittal for review by the Owner or Owner's Representative Engineer.

- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- D. Revise and submit submittals as required; identify all changes made since previous submittal.
- E. Submit a minimum of three (3) copies

11. QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality, or when no level of quality is specified, perform Work as would be standard for a "custom" installation.
- B. Comply with manufacturers' instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

12. TOLERANCES

- A. Monitor tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply fully with manufacturers' tolerances.

13. REFERENCES

- A. Conform to reference standards applicable for each system, product, or assembly as commonly applied to each trade or discipline for this type of work and level of quality specified or implied, by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Owner before proceeding.

14. ELECTRICITY

- A. Power is available in some locations, but not available on the roof. Contractor must provide his/her own electrical generating equipment if/when needed and provide an approved barrier between power generating equipment and roof membrane.

15. LIGHTING FOR CONSTRUCTION PURPOSES

- A. Lighting is available in some locations but not on the roof. Contractor must provide his/her own electrical generating equipment for lighting if/when needed and provide an approved barrier between power generating equipment and roof membrane.

16. WATER

- A. Contractors may use existing water as available at facility and in proximity to the project. Any equipment modification required to accommodate the Contractor's needs shall be at the

Contractor's cost. Modifications shall only be made with the approval of the County and equipment shall be returned to its original condition or better at the conclusion of the work.

17. SANITARY FACILITIES

- A. The Contractor shall supply temporary toilet facilities at a mutually agreed upon location with the Owner.

18. PROJECT SAFETY

- A. At a minimum, the Contractor shall erect and maintain an orange construction fence, or an alternative acceptable to the Owner, around the entire area of work, and provide temporary closures for protection of adjacent existing conditions, and barriers and signage to protect the public from construction hazards, including any overhead work. Prior to leaving the site in the evening the Contractor shall inspect and ensure all fencing and barriers adequately protect the public from the safety hazards created by the work of this project in the Work area.
- B. Contractor shall provide barrier beneath any/all equipment subject to fluid leakage. Any equipment or machinery liquid that leaks on the asphalt shall be cleaned immediately at the Contractor's expense.

19. PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.

20. SECURITY

- A. Provide security and facilities to protect Work and Owner's operations from unauthorized entry, vandalism, or theft. There is no on-site security.

21. PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain construction area in a clean and orderly condition. The contractor is responsible for all costs involved in waste removal and the site must be cleaned up at the end of each work day.

22. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Final Completion review if applicable.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to their original condition. Restore permanent facilities used during construction to be specified condition.

23. PRODUCTS

- A. Products: means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components specifically identified for reuse.

- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for components being replaced and/or added in addition to existing components, e.g. lighting, switches, receptacles, etc.

24. TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturer's instructions.

25. CONTRACT CLOSE-OUT PROCEDURES

- A. Submit written certification that the Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the General Conditions and the Contract Documents and ready for Owner inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price previous payments, and amount remaining due.
- C. Complete and submit all required documentation, covered in this Project Manual, and the drawings.
- D. At completion of project the Contractor shall provide three (3) copies of Maintenance & Operation (M&O) manuals which shall be divided by Section and include all major components used in detail, submittals and warranties. Manuals shall be delivered in hard back 3-ring binders with the project name and number on the cover.
- E. Submit Substantial Completion Form - Section 01070.

26. FINAL CLEANING

- A. Execute final cleaning prior to final inspection. Precautions should be made to minimize airborne dust particles on existing equipment and throughout the office environment.
- B. Thoroughly clean all surfaces exposed to view, and remove waste and surplus materials, rubbish, and construction facilities from the site.

27. TESTING AND ADJUSTING

- A. Perform any/all testing of installed as per Manufacturer's recommendations if applicable.

28. WARRANTIES

- A. Provide triplicate notarized copies
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers in 3-ring binders with labels. This may be included with Maintenance & Operations (M&O) manuals.
(See 25. D. above)
- B. Submit prior to final application for payment

29. WA STATE L&I PREVAILING WAGE

- A. This project is subject to WA State L&I Prevailing Wage Rates. Certified Payroll will be required.

- B. All required Intents and Affidavits of wages paid must be submitted prior to Owner request from the State for retainage release.

END OF SECTION 01001

PROJECT: Clallam County Fairgrounds
Art Barn Roof Replacement

Owner/Arch/Eng: Clallam County
Project Number: #2401FG

TO:

Contractor:

Contract for:

Contract Date:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, 20____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner/Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Owner/Architect/Engineer is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

ARCHITECT/ENGINEER

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within ____ days from the above Date of Substantial Completion

CONTRACTOR

BY

DATE

The Owner accepts the Work, or designated portion thereof, as substantially complete and will assume full possession thereof at _____ p.m. on _____, 20____.

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:



BUSINESS LICENSE

Limited Liability Company

SIGNATURE ROOF SERVICE LLC
30355 KENT BLACK DIAMOND RD SE
KENT WA 98042-4539

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Mar 08, 2024
Unified Business ID #: 604584835
Business ID #: 001
Location: 0001
Expires: Sep 30, 2024

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

RIDGEFIELD GENERAL BUSINESS - NON-RESIDENT (EXPIRES 3/31/2025) - ACTIVE
PULLMAN GENERAL BUSINESS - NON-RESIDENT - ACTIVE
UNIVERSITY PLACE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2024) - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

SIGNATURE ROOF SERVICE
SIGNATURE ROOF SERVICE LLC

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 604584835 001 0001

STATE OF WASHINGTON

Expires: Sep 30, 2024

SIGNATURE ROOF SERVICE LLC
30355 KENT BLACK DIAMOND RD
SE
KENT WA 98042-4539

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
RIDGEFIELD GENERAL BUSINESS -
NON-RESIDENT (EXPIRES 3/31/2025)
- ACTIVE
PULLMAN GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
UNIVERSITY PLACE GENERAL
BUSINESS - NON-RESIDENT
(EXPIRES 12/31/2024) - ACTIVE



AGENDA ITEM SUMMARY

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

210

JUN 11 2024

Department: Sheriff

WORK SESSION ☒ Meeting Date: 6/3/24

REGULAR AGENDA ☒ Meeting Date: 6/11/24

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 815-23-06 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Norpoint Services has been providing courthouse security since mid 2022, when the jail staffing levels fell to critical minimums and the corrections deputies could no longer staff that auxiliary assignment. They were awarded the bid in 2023 for the opportunity to provide continued service, with an initial contract period of January 2024 through June 2024. While corrections staffing levels have increased there are still 7 open positions, and many of the new employees are still going through Corrections Academy and training and not able to independently fill staffing positions as of yet. Additional time is needed before corrections staff have the numbers hired and trained to resume courthouse security duties, so this amendment to the Norpoint contract extends out the period by another six months as well as adding additional duties specific to County Elections as requested by the Auditor.

Budgetary impact: The \$130,680 for continuation of current security detail will be requested by budget emergency from the Sheriff's Office. The \$43,780 of new Elections security will be covered by the Auditor's Office.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff 

Name of Employee/Stakeholder attending meeting: Don Wenzl

Relevant Departments: Sheriff, Auditor

Date submitted: 5/29/24

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

Agenda Item Norpoint 061124
Revised: 3-04-2019

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



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: Norpoint Protective Services
 Address: 1010 South C Street
 Port Angeles, WA 98363
 Phone N^o: 877.667.7676

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on December 12, 2023.

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.

This agreement is modified to continue security services for the Courthouse and Juvenile and Family Services courtroom, as well as provide an additional 30 hours per week to provide security services directly to the Elections Division of the Auditor's Office. The costs for the Elections Division security will be reimbursed by the Washington Secretary of State's Office.

The term of this Amendment shall commence on the 1st day of July 2024 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of December 2024. This contract may be extended with a review of rates, services, and needs of CCSO and County Administrative staff. Review and contract writing will need to commence on December 5 and be completed by December 15, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of June 2024.

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

 Steven Bentley, Norpoint Protective Services

 Mike French, Chair

Title: _____

Date: _____ 2024

Originals: BOCC
 Vendor
 Initiating Department
 Auditor

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

SCOPE OF WORK

1. Norpoint Protective Services (NPS) will provide security services at, and for the Clallam County Courthouse located at 223 E 4th Street, Port Angeles, WA 98362 and the Clallam County Juvenile and Family Services Facility courtroom at 1912 W. 18th Street, Port Angeles, WA 98363.
2. NPS will provide two properly trained, uniformed, and equipped licensed security personnel at the Courthouse, 8 hours a day, 5 days a week, Monday - Friday, except for County recognized holidays, from July 1, 2024, until December 31, 2024.
3. NPS will provide security personnel at the Juvenile and Family Services courtroom at 1912 W. 18th Street up to ten hours per week, on a schedule to be determined and flexible based on that court schedule each week.
4. NPS will provide security personnel for the Elections Division at the Courthouse, up to thirty (30) hours per week, on a schedule to be determined and flexible directed by the Clallam County Auditor or designee.
5. NPS security officer will be posted inside the courthouse for monitoring of the courthouse, courtrooms, BOCC public meetings on Tuesdays, designated Election Division areas and be posted at the security desk on the main floor and roaming as instructed. On scheduled dates determined by the Juvenile Court, an NPS security officer will be posted in or near the juvenile courtroom.
6. NPS will not under any circumstances, as a governmental agent, contractor, or at the request of a private entity, citizen, or any other, act in a manner that would violate any constitutional rights or freedoms available to an American citizen. Any requests regarding courthouse and courtroom security will be immediately reported to an NPS supervisor and CCSO contract manager. Any requests regarding election issues will be immediately reported to the Auditor or designee.
7. Due to any state of emergency, pandemics, or other uncontrollable mitigating factors, NPS reserves all rights to modification of how services are rendered and carried out, acting in the best interests of NPS personnel, the client, as conditions worsen or lessen, at our sole discretion, while providing the required security coverage.
8. NPS will be supplied radios for communication to CC Courthouse staff. NPS will also be supplied a radio for communications to PENCOM, CCSO deputies, and other local LE and Fire agencies as needed in the event of an emergency. Radios will be stored on the chargers in the Courthouse security office when not in use during business hours.

9. NPS Security officers and supervisors will have access to necessary portions of the Clallam County courthouse and Juvenile Facility building, while on duty, and be provided the necessary credentials, physical keys, and digital access cards labeled "CC Court House Security" by the contract manager by start date.
10. NPS Security Officers will act at the request of CCSO deputies, Court Room Commissioners and Judges, in the capacity contracted and authorized to perform.
11. All Invoices will be based on actual costs.

COMPENSATION

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

SERVICE	RATE	DURATION	ANTICIPATED TOTALS
Courthouse Security Officer	\$55.00 per hour	8 hours per day (8:30am to 4:30pm) Closed weekends and holidays.	132 Days \$58,080.00
Courthouse Security Officer	\$55.00 per hour	8 hours per day (8:00am to 4:00pm) Closed weekends and holidays.	132 Days \$58,080.00
Juvenile Services Security Officer	\$55.00 per hour	Ten (10) hours per week, scheduled based on court schedule.	26.4 weeks \$14,520.00
Elections Division Security Officer	\$55.00 per hour	Thirty (30) hours per week, scheduled based on Elections needs.	26.4 weeks \$43,780.00
TOTAL			\$174,460

Payments for completed tasks shall be made no more frequently than ☒ every two weeks.

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

In no event shall Contractor be compensated in excess of ONE HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED SIXTY DOLLARS and ZERO CENTS (\$174,460.00) for the completed work set forth in Attachment "A."

2. AND

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



AGENDA ITEM SUMMARY

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

24

JUN 11 2024

Department: DCD

WORK SESSION ☒ Meeting Date: June 3, 2024

REGULAR AGENDA ☒ Meeting Date: June 11, 2024

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.24.013 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Motion to Authorize Application |

Documents exempt from public disclosure attached: ☐

Executive summary: In October of 2023, Clallam County applied for a Washington State Department of Commerce Climate Planning Grant to assist the county in updating its hazard mitigation plan and adopting climate resiliency strategies into its comprehensive plan. As a part of this application, Clallam County highlighted the need for regional collaboration and engagement.

To that point, an Interlocal Agreement Clarifying the roles of Clallam County and its partner jurisdictions was drafted by Clallam County and then considered and approved by the Cities of Forks, Port Angeles, and Sequim. It is now ready for consideration and approval by Clallam County.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ This grant is for \$300,000 and is spread over 2024 & 2025. DCD's budget has anticipated both revenue & expenses associated with this grant.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Review, sign, and distribute the agreement to partner jurisdictions.

County Official signature & print name: Bruce Emery,

Name of Employee/Stakeholder attending meeting: Holden A. Fleming

Relevant Departments: Department of Community Development

Date submitted: May 29, 2024

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

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

**MULTI-AGENCY INTERLOCAL AGREEMENT FOR HAZARD MITIGATION
AND CLIMATE PLANNING TO SATISFY CERTAIN FEMA AND GMA
PERIODIC UPDATE REQUIREMENTS**

THIS INTERLOCAL AGREEMENT (“ILA”) is made and entered into among the City of Forks, the City of Port Angeles, and the City of Sequim (hereinafter referred to as the “Cities”) and Clallam County (the Cities and Clallam County are collectively referred to herein as the “Parties”), all of which are governmental entities duly organized and operated under and through the laws of the State of Washington.

WHEREAS, public agencies are authorized by RCW Chapter 39.34 to enter into ILAs to cooperate and jointly exercise their powers in ways that provide the most efficient use of resources, and

WHEREAS, the Parties currently have a multi-jurisdictional hazard mitigation plan which expires January 28, 2025, and the Parties wish to create and administer a regional multi-district hazard mitigation plan update (the “Hazard Plan Update”) for the benefit of said jurisdictions and in compliance with all of the planning requirements set forth by FEMA in 44 CFR Parts 201 and 206 and further articulated in FEMA’s newly released Local Mitigation Planning Policy Guide (effective April 19, 2023), including assessing how climate changes will alter the jurisdictions’ vulnerabilities to future hazard events, and

WHEREAS, the Parties understand they must each formally adopt the Hazard Plan Update in order to meet state and federal requirements and be eligible to apply for certain federal hazard mitigation grant funding, and

WHEREAS, each of the Parties are also required under the HB 1181 (Chapter 228, 2023 Laws) to plan for climate change and resiliency by adopting a resiliency sub-element to each jurisdictions comprehensive planning under RCW 36.70A.040, and

WHEREAS, the Washington State Commerce Department (“Commerce”) has indicated in its Climate Element Planning Guidance (December 2023) that “[a] natural hazard mitigation plan that is in substantial conformance with the guidance could be adopted, by reference, to satisfy the resilience sub-element requirements” under HB 1181, and

WHEREAS, Commerce has offered to provide certain grant funding to local governments in Washington State subject to HB 1181 for activities related to implementing climate change planning and the Parties wish to apply for such grant funding (the “Commerce Grant Monies”) and pool certain of that grant funding to perform the hazard mitigation planning and the climate resilience sub-element planning required under state and federal laws, regulations and guidance, and to use any remaining pooled Commerce Grant Monies pursuant to the terms of this ILA to perform future scoping implementation activities permitted under HB 1181.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants stated herein and the performance to be rendered hereunder, the Parties agree as follows:

1. PURPOSE: The purpose of this ILA is to provide a framework for mutual cooperation of the Parties so as to accomplish the following objectives in a coordinated and economically efficient manner: (1) creation of a Hazard Plan Update that meets FEMA requirements and can be utilized to satisfy the climate resilience sub-element in substantial conformance with Commerce guidance; (2) applying for Commerce grant funding available to the Parties, agreeing to the pooling of certain of these Commerce Grant Monies and specifying how such pooled funds shall be utilized; and (3) setting forth the Parties responsibilities and the deliverables in connection with this ILA.

2. INTERAGENCY COOPERATION: The Parties to this ILA agree that Clallam County shall act as the lead agency for purposes of administering the planning, implementation, and completion of the Hazard Plan Update for the benefit of all Parties hereto. The Cities authorize Clallam County to manage and facilitate the planning process in accordance with the Work Program, herein attached and incorporated in its entirety as Exhibit A. All Parties agree that time is of the essence with regard to the purposes of this ILA. Each of the Parties to this ILA shall participate and provide prompt response to appropriate information requests made to implement the Work Program, so that the Hazard Plan Update can be developed in a timely manner and the Parties can coordinate on the climate measures and climate policies sought to be adopted by each Parties comprehensive planning under the resilience sub-element.

3. SPECIFIC RESPONSIBILITIES OF THE COUNTY: The County agrees to:

A. Designate a Project Lead employed by Clallam County who shall be responsible for establishing a Hazard Mitigation Climate Resiliency Committee (the “HMCR”) and act as the Chair of the HMCR. The HMCR shall act as the Steering Committee to guide the overall planning process. The HMCR shall be comprised of the Chair, a designated representative from each of the Cities and representatives invited by the Chair from other agencies, Tribes, businesses, non-profits, school districts, and fire districts. The Chair shall be responsible for setting the meeting schedule and will attend each scheduled meeting. There shall be minutes created for each HMCR meeting.

B. Apply for the Commerce Grant Monies on behalf of the County and the City of Forks, which grant application request was made to Commerce on October 31, 2023. Clallam County understands that the City of Sequim and the City of Port Angeles have each made a separate grant application request to Commerce for the Commerce Grant Monies. Clallam County will inform Commerce through its grant application request that the Cities and the County intend to pool certain of the Commerce Grant Monies that each of the Parties expect to be allocated from Commerce to be utilized under this ILA. From the Commerce Grant Monies, the Parties agree to contribute the following: Clallam County (\$300,000), City of Forks (\$100,000), City of Port Angeles (\$60,000), City of Sequim (\$ 24,200), hereinafter the “Pooled Commerce Grant Monies.”

No Party shall be obligated to provide any additional monies beyond the amount stated in this paragraph 3.B.

C. Hire a qualified Hazard Mitigation/Climate Planning consultant or consultant team (hereinafter, the “Consultant”) through an RFP process and a written contract and make payments to the Consultant for services rendered utilizing the Commerce Grant Monies consistent with the budget amounts provided for in Exhibit B.

D. Have the Project Lead and other Clallam County staff as needed manage the Hazard Plan Update planning process, the required Climate planning under the resilience sub-element utilizing Commerce guidance and manage the work to be performed by the Consultant so as to provide the Deliverables described in Section 7 herein.

4. SPECIFIC RESPONSIBILITIES OF THE CITIES: Each of the Cities:

A. Authorizes Clallam County to submit this executed ILA to Commerce as part of the Commerce grant application process.

B. Agree to the pooling of its Commerce Grant Monies in the amount specified in Section 3.B. above for the purpose of being used to disburse payments in the manner set forth in Section 8 of this ILA.

C. Attests that the Pooled Commerce Grant Monies will be used to prepare and adopt amendments to implement the requirements of HB 1181 related to climate planning and further attests that the City understands that the GMA requires it to adopt goals and policies related to climate change and that these goals and policies will be considered and adopted as part of its scheduled periodic review update to its comprehensive plan deadline.

D. Will designate a senior staff representative to serve on the HMCR who will be responsible for attending the HMCR meetings regularly and conveying information to its governing council/Mayor/City Manager and bring back their statements and opinions to the HMCR.

E. To the extent workload and staffing levels permit, will provide sufficient staff to support the planning activities under this ILA, including public outreach efforts, distribution of news releases, public hearing notices, meetings with Clallam County planning staff and the Consultant and providing comments to the draft Hazard Plan Update.

5. PLANNING PROCESS: The planning process in the creation of the Hazard Plan Update shall be conducted in accordance with the planning requirements set forth by FEMA in 44 CFR Parts 201 and 206, the guidance provided under FEMA’s Local Mitigation Planning Policy Guide (effective April 19, 2023) and the FEMA Region 10

Crosswalk entitled “FEMA’s Hazard Mitigation Plan x Washington Department of Commerce’s Climate Element Planning Guidance” and that the work regarding the satisfaction of the climate resilience sub-element under HB 1181 will be conducted in accordance with Commerce’s most recent published climate element planning guidance, including Commerce’s guidance entitled “Best Practices for Integrating Climate into Hazard Mitigation Plan.”

6. PLAN CONTENT: The Hazard Plan Update to be developed shall include, at a minimum, the following:

- Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.
- A vulnerability risk assessment that provides a factual basis for activities proposed in the strategy to reduce losses from identified hazards.
- A mitigation strategy that provides the Parties’ blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs, and resources, and its ability to expand on and improve the existing tools.
- A plan maintenance process consistent with FEMA’s planning requirements.
- Documentation that the plan has been formally adopted by the governing bodies of the Parties to this ILA.

7. DELIVERABLES: The following deliverables will be created in connection with this ILA: (1) each of the Cities and Clallam County will receive a draft Hazard Plan Update prepared by the Consultant and created to meet FEMA’s planning requirements. The Hazard Plan update delivered will follow Commerce’s most recent published climate element planning guidance entitled “Best Practices for Integrating Climate into Hazard Mitigation Plan” and the FEMA Region 10 Crosswalk entitled “FEMA’s Hazard Mitigation Plan x Washington Department of Commerce’s Climate Element Planning Guidance” created at Commerce’s request and focused upon the “overlap between elements in FEMA’s Update Planning Policy Guidance (released in April 2022) and Commerce’s climate element planning guidance to develop and implement plans and policies that foster climate resilience and equity” as required under HB 1181; (2) the Consultant in collaboration with the Parties will have conducted a public outreach sufficient to elicit public comment on the Hazard Plan Update during the drafting stage and prior to plan approval; (3) each of the Cities and Clallam County will have had the ability to work with the Consultant and collaboratively among the Parties to develop comprehensive planning goals and policies to create a climate action plan with respect to each agency to the extent required to satisfy the resilience sub-element under HB 1181 and consistent with Commerce’s most recent published climate element planning guidance; and (4) Clallam County will submit the Hazard Plan Update of all the Parties for approval to the State Hazard Mitigation Officer for initial review and to the appropriate FEMA regional office for review and approval. The County and Cities will each be responsible for the incorporation of these deliverables into each of their overall

comprehensive plan by June 30, 2025 and adhere to all notice requirements set forth by RCW 36.70A.106 concerning notice of intent to adopt a comprehensive plan and development regulation amendments.

8. PAYMENTS FROM POOLED COMMERCE GRANT MONIES: Clallam County will act to disburse payments from the Pooled Commerce Grant Monies to the Consultant and to the County for work performed and costs accrued consistent with the terms of this ILA and within the limitations provided under the budget amounts in Exhibit B. The Pooled Commerce Grant Monies shall be the sole source for making payments under this ILA. Consultant invoices shall provide a detailed description of the work performed along with the date, the amount of time and the charges including any expenses. Consultant invoices shall be due by the 15th of the month. Payments from the Pooled Commerce Grant Monies shall be made by Clallam County within 30 days of receipt of the invoice.

8. LIABILITY: It is the intent of each of the Parties to this ILA to be responsible for the acts, errors, and/or omissions of their respective officers, officials, employees, agents and volunteers concerning any acts or activities under this ILA. To the extent permitted by law, each Party to this ILA shall defend, indemnify, and hold harmless, the other Parties from and against all claims, suits, causes of actions, judgments, or costs/damages of any nature (including cost of defense and attorney fees) that arise from any intentional or negligent act or omission of the indemnifying party's officers, employees, agents, while performing any acts or activities authorized by this ILA.

The provisions of this section survive expiration or termination of this ILA.

Nothing herein is to be interpreted to limit the ability of an individual or agency to exercise any right, defense, or remedy that any Party may have with respect to third parties or the individual(s) whose action or inaction gave rise to loss, claim, or liability, including but not limited to an assertion that the individual was acting beyond the scope of their employment.

Nothing herein is to be interpreted to cover or require indemnification or payment of any judgment against any individual or agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for damages against any individual or agency outside the scope of employment. Payment of damage awards, fines, or sanctions will be the sole responsibility of the individual against whom said judgment is rendered and/or their municipal employer, should that employer elect to make said payment voluntarily.

9. EXECUTION: This ILA may be executed in any number of counterparts, each of which is deemed to be an original as against any Party whose signature appears thereon, and all of which together constitute one and the same instrument. This ILA becomes binding when one or more counterparts, individually or taken together, bears the signature of all of the Parties reflected as signatories.

10. FILING: As provided by RCW 39.34.040, prior to its entry in force this ILA must be filed on each of the Parties' websites.

11. AMENDMENTS AND ADDED PARTIES: This ILA may only be amended by written agreement of all the undersigned agencies. Additional municipal agencies may be considered for inclusion upon written request, provided that all Parties agree and the agency receives authorization from its legislative body.

12. SEVERABILITY: If any section of this ILA is adjudicated to be invalid, such action does not affect the validity of any section not so adjudged.

13. TERM AND TERMINATION; WITHDRAWAL OF A PARTY; SURVIVABILITY OF PROVISIONS: The term of this ILA shall be from the Effective Date until June 30, 2025. If the amounts of the Commerce Grant Monies received by the Parties are less than the amounts shown in Section 3.B, this ILA will terminate immediately.

If Pooled Commerce Grant Monies are remaining after the Deliverables specified under Section 7 herein have occurred, the County will inform Commerce and the other Parties and seek to use the remaining Pooled Commerce Grant Monies to perform hazard mitigation scoping projects under a renegotiated ILA with all of the Parties.

A Party may withdraw from the ILA at any time by providing the other Parties with 60 calendar days' prior written notice. Termination or withdrawal pursuant to this section relieves a Party of all further obligations under this ILA except that any liability resulting from any act or omission which occurred during the term will survive the expiration or other termination. Termination or withdrawal of a Party will not entitle the Party to the return of any of the Pooled Commerce Grant Monies.

14. NOTICE: All notices required under this ILA must be given by regular United States mail and are complete three days after the date mailed when addressed to the Parties at the Service Addresses shown on their respective signature blocks below, or such other addresses as may be provided in writing in the future.

This provision is not intended to apply to informal communications, which are commonly conducted by email.

15. LEAD POINTS OF CONTACT: The lead points of contact for each of the Parties is: for Clallam County: DCD Chief Deputy Director Holden Fleming; for the City of Forks: Rod Fleck, Attorney/Planner; for the City of Port Angeles: William Habel, Natural Resources/Grant Administrator for the City of Sequim: Charisse Deschenes, Deputy City Manager/Director of Community & Economic Development

16. MISCELLANEOUS PROVISIONS:

A. Construction: In the event of a dispute among the Parties as to the meaning of terms, phrases, or specific provisions of this ILA, the ILA's authorship will not be cause for the term, phrase, or provision to be construed for or against any Party.

B. Administration: This ILA will be collectively administered by all Parties and does not create any separate legal or administrative entity. However, nothing in this ILA is intended to prevent or otherwise interfere with discussions or decisions that may be made by the Parties during a review of this ILA. Further, the Parties understand and agree that there will be communication between the Parties to effectuate the terms of this ILA.

C. Insurance: Each Party must obtain and keep in force during the full term of this ILA sufficient types and amounts of insurance coverage as recommended by their respective municipal risk pools or other insurance providers. Each Party must provide evidence of coverage to the other Parties upon request.

D. Applicable Law and Venue: This ILA will be governed by and construed in accordance with the laws of the State of Washington. The venue for any court action will be in Clallam County in any court with jurisdiction. In the event disputes over the terms of this ILA reasonably necessitate the procurement of legal services, each party is responsible for its own attorney fees and costs. The Parties do not waive the right to a jury trial. The Parties agree to negotiate in good faith before resorting to litigation.

E. Nondiscrimination and Compliance with Laws: The Parties agree not to discriminate against any employee or applicant for employment or any other person in the performance of this ILA because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

The Parties will comply with all federal, state, and local laws and ordinances applicable to the work to be done under this ILA.

Violation of this section is a material breach of the ILA and grounds for cancellation of a request or response thereto, suspension of a Party, or termination of the entire ILA.

F. Waiver: Failure to insist upon strict compliance with any terms, covenants, or conditions of this ILA is not a waiver of such. A waiver by a Party of any term or condition will not be deemed or construed to be a waiver of any other term or condition, nor is the waiver of any breach or default by a Party to be deemed or construed to constitute a waiver of any subsequent breach or default, whether of the same or any other term or condition of this ILA. Any waiver of a breach or default must be done in writing and signed by the authorized representatives of the Parties.

G. Public Records Requests: Each Party is responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act or other demand for disclosure.

H. Records Retention and Audit: Clallam County agrees to maintain records of all costs incurred under this ILA in accordance with a work order accounting system as

prescribed and approved by the State Auditor's Office. These records will be kept available for inspection and audit for five years after payment of the requested service.

I. Challenges: Entry into this ILA will not be construed to be a waiver or abandonment of any defense or claim that any of the Parties may have against the other.

J. Survival of Certain Provisions. Any term of this ILA that by reasonable implication contemplates continued performance, rights, or compliance beyond its expiration or termination, survives and continues to be enforceable. Without limiting the generality of this provision, the Parties' obligation to indemnify each other survives for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

K. Independent Capacity. The employees or agents of each Party who are engaged in the performance of this ILA shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of any of the other Parties.

The EFFECTIVE DATE of this Interlocal Agreement is the date of last signature below, or the ____ day of _____, 2024 (whichever occurs first).

PARTY SIGNATURES AND SERVICE ADDRESSES FOLLOW

CLALLAM COUNTY

Executed this ____ day of _____, 2024 by the Board of County Commissioners for Clallam County, Washington.

COMMISSIONER

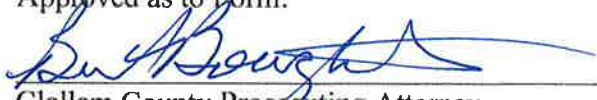
COMMISSIONER

COMMISSIONER

Attest:

Clerk of the Board

Approved as to Form:



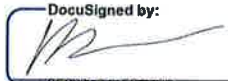
Clallam County Prosecuting Attorney

SERVICE ADDRESS:

Clallam County Board of County Commissioners
Attn: Clerk of the Board
223 E. 4th Street, Suite 4
Port Angeles WA 98362

CITY OF PORT ANGELES

Executed this 16 day of May, 2024 as authorized by the Port Angeles City Council.

DocuSigned by:

9E6B0451155E409...
MAYOR

Attest:
DocuSigned by:

5C32803CA9974C4...
City Clerk

Approved as to Form:
DocuSigned by:

E5FC5FBD4113427...
City Attorney

SERVICE ADDRESS:

City of Port Angeles
Attn: City Clerk
321 East 5th Street
Port Angeles WA 98362

CITY OF SEQUIM

Executed this 8th day of April, 2024 as authorized by the Sequim City Council.



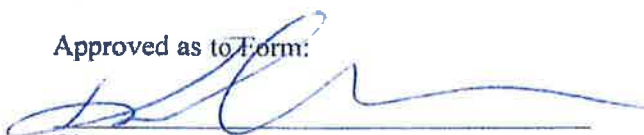
Mayor

Attest:



City Clerk

Approved as to Form:



City Attorney

SERVICE ADDRESS:

City of Sequim
Attn: City Clerk
152 West Cedar Street
Sequim WA 98382

CITY OF FORKS

Executed this 12 day of May, 2024 as authorized by the Forks City Council.



MAYOR

Attest:



City Clerk

Approved as to Form:



City Attorney

SERVICE ADDRESS:

City of Forks
Attn: City Clerk
500 East Division Street
Forks WA 98331



2d
JUN 11 2024

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** June 3, 2024

REGULAR AGENDA ☒ **Meeting Date:** June 11, 2024

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#18 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is Consolidated Contract Amendment #18 between the Department of Health and Clallam County Health and Human Services. As proposed, the amendment will amend the statement of work/adding \$2,198 to the following program(s):

- Women, Infants, and Children (WIC) Farmers Market Program
- Group A Water Systems

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 change to budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and move to regular BOCC meeting for final signature.

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: May 29, 2024

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

11301-22-CONCON, Amendment #18
Revised: 3-04-2019

**CLALLAM COUNTY HEALTH & HUMAN SERVICES
2022-2024 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH31005

AMENDMENT NUMBER: 18

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and CLALLAM COUNTY HEALTH & HUMAN SERVICES, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
 - ☐ Adds Statements of Work for the following programs:
 - ☒ Amends Statements of Work for the following programs:
Office of Drinking Water Group A Program - Effective January 1, 2022
WIC Nutrition Program - Effective January 1, 2022
 - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-18 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-17 Allocations as follows:
 - ☒ Increase of **\$2,198** for a revised maximum consideration of **\$7,630,036**.
 - ☐ Decrease of _____ for a revised maximum consideration of _____.
 - ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

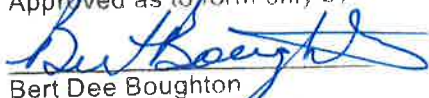
ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

CLALLAM COUNTY HEALTH & HUMAN SERVICES	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Date:	Date:

APPROVED AS TO FORM ONLY
Assistant Attorney General

Approved as to form only by



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%

Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHI Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY25 USDA WIC Client Svs Contracts	NGA Not Received	Amd 16	10.557	333.10.55	10/01/24	12/31/24	10/01/24	09/30/25	\$64,225	\$64,225	\$854,116
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 17	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$116,051	\$373,478	
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 16	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$194,688		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 15	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$1,438		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$3,000		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 13, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$2,588		
FFY24 USDA WIC Client Svs Contracts	7WA700WA7	Amd 10, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	\$55,713		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 13	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$5,175	\$232,638	
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 10	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$167,138		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$60,325		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$183,775	\$183,775	
FFY23 USDA WIC Prog Mgmt CSS	7WA700WA7	Amd 10	10.557	333.10.55	01/01/23	09/30/23	10/01/22	09/30/23	\$2,800	\$2,800	\$2,800
FFY24 USDA FMNP Prog Mgmt	7WA810WA7	Amd 18	10.572	333.10.57	05/01/24	09/30/24	10/01/23	09/30/24	\$598	\$598	\$1,768
FFY23 USDA FMNP Prog Mgmt	7WA810WA7	Amd 14	10.572	333.10.57	06/01/23	09/30/23	10/01/22	09/30/23	\$598	\$598	
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$572	\$572	
PS SSI 1-5 OSS Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	05/31/22	07/01/17	06/30/23	\$36,970	\$36,970	\$36,970
PS SSI 1-5 PIC Task 4	01J18001	Amd 15	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	(\$20,000)	\$247,677	\$247,677
PS SSI 1-5 PIC Task 4	01J18001	Amd 9	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	(\$44,131)		
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 7	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	\$311,808		
FFY24 Swimming Beach Act Grant IAR (ECY)	NGA Not Received	Amd 17	66.472	333.66.47	03/01/24	09/30/24	01/01/24	11/30/24	\$6,500	\$6,500	\$19,500
FFY23 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 11	66.472	333.66.47	03/01/23	10/31/23	03/01/23	10/31/23	\$6,500	\$6,500	
FFY22 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$6,500	\$6,500	
FFY23 PHEP BP5 LHI Funding	NU90TP922043	Amd 14	93.069	333.93.06	07/01/23	06/30/24	07/01/23	06/30/24	\$59,979	\$59,979	\$174,640
FFY22 PHEP BP4 LHI Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	\$58,979	\$58,979	
FFY21 PHEP BP3 LHI Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$32,090	\$55,682	
FFY21 PHEP BP3 LHI Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$23,592		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 10	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$155,332	\$249,749	\$393,691
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 9	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$7,417		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 7	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$87,000		
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$34,252	\$143,942	
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$109,690		
COVID19 Vaccines	NH23IP922619	Amd 12	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	(\$35,254)	\$187,476	\$187,476
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$222,730		

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%

Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHIJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$359,803	\$359,803	\$359,803
FFY24 CDC VFC Ops	NH23IP922619	Amd 14	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	\$560	\$6,160	\$6,160
FFY24 CDC VFC Ops	NH23IP922619	Amd 13	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	\$5,600		
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$9,372	\$9,372	\$9,372
FFY19 ELC COVID Ed LHIJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$68,654	\$68,654	\$68,654
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$40,704	\$122,111	\$122,111
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 2, 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$81,407		
FFY20 ELC EDE LHIJ Allocation	NU50CK000515	Amd 4, 9, 11, 17	93.323	333.93.32	01/01/22	06/30/24	01/15/21	07/31/24	(\$54,305)	\$436,445	\$436,445
FFY20 ELC EDE LHIJ Allocation	NU50CK000515	Amd 2, 9, 11, 17	93.323	333.93.32	01/01/22	06/30/24	01/15/21	07/31/24	\$490,750		
FFY23 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 12	93.323	333.93.32	08/01/23	09/30/23	08/01/23	09/30/23	\$1,200	\$1,200	\$6,000
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	\$1,800	\$3,300	
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5, 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	\$1,500		
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,500	\$1,500	
FFY21 CDC COVID-19 PHWFD-LHIJ	NU90TP922181	Amd 17	93.354	333.93.35	07/01/23	06/30/24	07/01/23	06/30/24	\$200,000	\$200,000	\$200,000
FFY22 PH Infrastructure Comp A1-LHIJ	NE11OE000053	Amd 16	93.967	333.93.96	01/01/24	12/31/24	12/01/22	06/30/25	\$200,000	\$200,000	\$200,000
FFY24 HRSA MCHBG LHIJ Contracts	B04MC52960	Amd 14	93.994	333.93.99	10/01/23	09/30/24	10/01/23	09/30/24	\$66,916	\$66,916	\$133,832
FFY23 HRSA MCHBG LHIJ Contracts	B04MC47453	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	\$66,916	\$66,916	
FFY22 MCHBG LHIJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$6,077	\$56,264	\$56,264
FFY22 MCHBG LHIJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$50,187		
State Drug User Health Program		Amd 12	N/A	334.04.91	07/01/23	12/31/23	07/01/23	12/31/23	\$7,500	\$7,500	\$7,500
Rec Shellfish/Biotoxin		Amd 13	N/A	334.04.93	07/01/23	12/31/24	07/01/23	06/30/25	\$10,000	\$10,000	\$23,850
Rec Shellfish/Biotoxin		Amd 11	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,350	\$13,850	
Rec Shellfish/Biotoxin		Amd 7	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,000		
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$7,500		
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	\$33,333	\$33,333	\$102,951
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	\$33,333	\$33,333	
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$15,000	\$15,000	

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%

Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #**	BARS Revenue Code**	Statement of Work LHM Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$2,500	\$21,285	
Small Onsite Management (ALEA)		Amd 12	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	(\$3,715)		
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$22,500		
Small Onsite Management (GFS)		Amd 15	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	(\$8,334)	\$0	\$0
Small Onsite Management (GFS)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	\$8,334		
SFY25 Wastewater Management-GFS		Amd 15	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	\$31,970	\$31,970	\$61,970
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$30,000	\$30,000	
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$1,243,000	\$1,243,000	\$1,782,486
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	(\$690,000)	\$0	
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$690,000		
FPHS-LHJ-Proviso (YR1)		Amd 9	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	(\$150,514)	\$539,486	
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$690,000		
SFY24 FPHS-LHJ-Funds-GFS		Amd 14	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	\$857,000	\$2,100,000	\$2,100,000
SFY24 FPHS-LHJ-Funds-GFS		Amd 13	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	\$1,243,000		
SFY24 Lead Management (FPHS)		Amd 16	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/24	\$10,000	\$10,000	\$10,000
YR 26 SRF - Local Asst (15%) SS		Amd 18	N/A	346.26.64	01/01/24	12/31/24	07/01/23	06/30/25	\$800	\$3,600	\$10,600
YR 26 SRF - Local Asst (15%) SS		Amd 15	N/A	346.26.64	01/01/24	12/31/24	07/01/23	06/30/25	\$2,800		
YR 25 SRF - Local Asst (15%) SS		Amd 18	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	(\$400)	\$3,200	
YR 25 SRF - Local Asst (15%) SS		Amd 14	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	\$600		
YR 25 SRF - Local Asst (15%) SS		Amd 11	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	\$3,000		
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 7	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	(\$1,600)	\$3,800	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400		
Sanitary Survey Fees SS-State		Amd 18	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	\$400	\$10,600	\$10,600
Sanitary Survey Fees SS-State		Amd 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	\$2,800		
Sanitary Survey Fees SS-State		Amd 14, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	\$600		
Sanitary Survey Fees SS-State		Amd 11, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	\$3,000		
Sanitary Survey Fees SS-State		Amd 7, 11, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	(\$1,600)		
Sanitary Survey Fees SS-State		Amd 1, 11, 15	N/A	346.26.65	01/01/22	12/31/24	07/01/21	12/31/24	\$5,400		
YR 26 SRF - Local Asst (15%) TA		Amd 18	N/A	346.26.66	01/01/24	12/31/24	07/01/23	06/30/25	\$1,000	\$1,000	\$2,800
YR 25 SRF - Local Asst (15%) TA		Amd 18	N/A	346.26.66	01/01/23	12/31/23	01/01/23	12/31/23	(\$200)	\$800	
YR 25 SRF - Local Asst (15%) TA		Amd 11	N/A	346.26.66	01/01/23	12/31/23	01/01/23	12/31/23	\$1,000		
YR 24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$1,000	\$1,000	

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%

Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work		DOH Use Only		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Funding Period		Chart of Accounts				
					Start Date	End Date	Funding Period	End Date			
TOTAL										\$7,630,036	\$7,630,036
Total consideration:	\$7,627,838									GRAND TOTAL	\$7,630,036
	\$2,198										
GRAND TOTAL	\$7,630,036									Total Fed	\$3,517,279
										Total State	\$4,112,757

*Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333". State revenue codes begin with "334".

**Exhibit A
Statement of Work
Contract Term: 2022-2024**

DOH Program Name or Title: Office of Drinking Water Group A Program - Effective January 1, 2022.

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 6

Funding Source ☒ Federal Contractor ☒ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☐ Reimbursement ☒ Fixed Price
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Period of Performance: January 1, 2022 through December 31, 2024

Statement of Work Purpose: The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems

Revision Purpose: The purpose of this revision is to finalize activity completed 1/1/2022 through 12/31/2023 for Sanitary Survey, Sanitary Survey State and Technical Assistance and to update funding provided for Sanitary Survey, Sanitary Survey State and Technical Assistance activity assigned 1/1/2024 through 12/31/2024.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
SANITARY SURVEY FEES SS-STATE	24112522	N/A	346.26.65	01/01/22	12/31/24	10,200	400	10,600
YR 24 SRF - LOCAL ASST (15%) (FO-SW) SS	24239224	N/A	346.26.64	01/01/22	12/31/22	3,800	0	3,800
YR 24 SRF - LOCAL ASST (15%) (FO-SW) TA	24239224	N/A	346.26.66	01/01/22	12/31/22	1,000	0	1,000
YR 25 SRF - LOCAL ASST (15%) SS	24119226	N/A	346.26.64	01/01/23	12/31/23	3,600	-400	3,200
YR 25 SRF - LOCAL ASST (15%) TA	24119226	N/A	346.26.66	01/01/23	12/31/23	1,000	-200	800
YR 26 SRF - LOCAL ASST (15%) SS	24119226	N/A	346.26.64	01/01/24	12/31/24	2,800	800	3,600
YR 26 SRF - LOCAL ASST (15%) TA	24119226	N/A	346.26.66	01/01/24	12/31/24	0	1,000	1,000
						0	0	0
TOTALS						22,400	1,600	24,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office. See Special Instructions for task activity. The purpose of this statement of work is to provide funding to the LHJ for	Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up.	Final Sanitary Survey Reports must be received by the ODW Regional Office within 30 calendar days of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$400 for each sanitary survey of a non-community system with three or fewer connections. Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$800 for each sanitary survey of a non-community system with four or more connections and each community system.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems.	2. Completed Small Water System checklist. 3. Updated Water Facilities Inventory (WFI). 4. Photos of water system with text identifying features 5. Any other supporting documents. *Final Reports reviewed and accepted by the ODW Regional Office.		Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within 2 working days of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid \$800 for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2-working day deadline. Late or incomplete reports may not be accepted for payment.
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within 30 calendar days of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: • Up to 3 hours of work: \$250 • 3-6 hours of work: \$500 • More than 6 hours of work: \$750 Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 attend periodic required survey training as directed by DOH.	For training attended in person, prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to	Annually	For training attended in person, LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	See Special Instructions for task activity.	the ODW Program Contact for approval (to ensure enough funds are available).		current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](#) by DOH as required by P.L. 109-282.

Program Specific Requirements

Data Sharing

The Office of Drinking Water will share water system information and files with the local health jurisdiction to support the work identified in this statement of work. To request water system data please contact the regional office with the name of the water system, water system ID#, specific information being requested and any timeline requirements. If allowable, please give administrative staff 3 to 5 business days to provide records.

Program Manual, Handbook, Policy References: Field Guide (DOH Publication 331-486).

Special References:

Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, ODW contracts with the LHJ to conduct sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with groundwater sources. ODW retains responsibility for conducting sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with surface water sources, large water systems, and systems with complex treatment.

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. See special instructions under Task 4, below.

Special Billing Requirements

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~\$20,400~~ **\$21,200** for **Task 1**, and ~~\$2,000~~ **\$2,800** for **Task 2, Task 3 and Task 4** combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill half to BARS Revenue Code 346.26.64 and half to BARS Revenue Code 346.26.65.

When invoicing for **Task 1**, submit the list of WS Name, ID #, Amount Billed, Survey Date and Letter Date for which you are requesting payment.

When invoicing for **Task 2-3**, submit the list of WS Name, ID #, TA Date and description of TA work performed, and Amount Billed.

When invoicing for **Task 4**, submit receipts and the signed pre-authorization form for non-employee travel to the ODW Program Contact below and a signed A19-1A Invoice Voucher to DOH Grants Management, billing to BARS Revenue Code 346.26.66 under Technical Assistance (TA).

Special Instructions

Task 1

Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than ~~1~~ surveys of non-community systems with three or fewer connections be completed between January 1, 2022 and December 31, 2022.
- No more than ~~9~~ surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2022 and December 31, 2022.
- No more than ~~2~~ surveys of non-community systems with three or fewer connections be completed between January 1, 2023 and December 31, 2023.
- No more than ~~8-7~~ surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2023 and December 31, 2023.
- No more than ~~0~~ surveys of non-community systems with three or fewer connections be completed between January 1, 2024 and December 31, 2024.
- No more than ~~7-9~~ surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2024 and December 31, 2024.

The process for assignment of surveys to the LHJ, notification of the water system, and ODW follow-up with unresponsive water systems; and other roles and responsibilities of the LHJ are described in the Field Guide.

Task 2

Trained LHJ staff will perform Special Purpose Investigations (SPIs) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

Task 3

Trained LHJ staff will conduct Technical Assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

Task 4

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work.

If required trainings, workshops or meetings are not available, not scheduled, or if the LHJ staff person is unable to attend these activities prior to conducting assigned tasks, the LHJ staff person may, with ODW approval, substitute other training activities to be determined by ODW. Such substitute activities may include one-on-one training with ODW staff, co-surveys with ODW staff, or other activities as arranged and pre-approved by ODW. LHJ staff may not perform the activities under tasks 1, 2, and 3 without completing the training that has been arranged and approved by ODW.

**Exhibit A
Statement of Work
Contract Term: 2022-2024**

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 8

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: January 1, 2022 through December 31, 2024

Statement of Work Purpose: The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: To add FFY24 USDA FMNP MGMT funds.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 USDA WIC CLIENT SVS CONTRACTS	76101234	10.557	333.10.55	01/01/22	09/30/22	183,775	0	183,775
FFY23 USDA WIC CLIENT SVS CONTRACTS	76101244	10.557	333.10.55	10/01/22	09/30/23	232,638	0	232,638
FFY22 USDA FMNP PROG MGMT	76540237	10.572	333.10.57	05/01/22	09/30/22	572	0	572
FFY23 USDA WIC PROG MGMT CSS	76101242	10.557	333.10.55	01/01/23	09/30/23	2,800	0	2,800
FFY24 USDA WIC CLIENT SVS CONTRACTS	7610124B	10.557	333.10.55	10/01/23	09/30/24	373,478	0	373,478
FFY23 USDA FMNP MGMT	76540248	10.572	333.10.57	06/01/23	09/30/23	598	0	598
FFY25 USDA WIC CLIENT SVS CONTRACTS	76101251	10.557	333.10.55	10/01/24	12/31/24	64,225	0	64,225
FFY24 USDA FMNP MGMT	76540241	10.572	333.10.57	05/01/24	09/30/24	0	598	598
						0	0	0
TOTALS						858,086	598	858,684

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	WIC Nutrition Program			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: - Unanticipated funding situations occur. - Reallocations are necessary to redistribute caseload statewide.	Outcomes based on monthly participation data from state WIC caseload management reports.	Authorized participating caseload for January 2022 through December 2024 = <u>915</u> Revised authorized participating caseload for January 2023 through December 2024 = <u>795</u>	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	3. Caseload declines.		Revised authorized participating caseload for July 2023 through December 2024 = <u>840</u> Revised authorized caseload for October 2023 through December 2024 = <u>865</u> Revised authorized caseload for January 2024 through December 2024 = <u>900</u>	
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/22 Second year due 9/30/23 Third year due 9/30/2024	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/22 11/30/23 11/30/24	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/22 Second year due 9/30/23 Third year due 9/30/24	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through December 31, 2022 Second year due monthly through December 31, 2023 Third year due monthly through December 31, 2024	
2	Breastfeeding Promotion			See "Billing Requirements" below.
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan.	First year due 11/30/22 Second year due 11/30/23 Third year due 11/30/24	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: - Provide staff, health care providers and community partners virtual breastfeeding training resources. - Work with employers who likely employ low-income people to create worksite environments that support breastfeeding. - Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates. - Provide participants access to lactation consultants. Other projects will need pre-approval from the State WIC Office	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 8/30/22 Second year due 8/30/23 Third year due 11/30/24 Biennial WIC Monitor	
3	Farmers Market Nutrition Program (FMNP)			See "Billing Requirements" below.
3.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC participants between June and September 30 of current year.	Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures. Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2022 and June-Sept. 2023 All sent by Oct. 1, 2022, Oct. 1, 2023, and Oct 1, 2024 Biennial WIC Monitor	

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Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](#) by DOH as required by P.L. 109-282.

Program Specific Requirements

Program Manual, Handbook, Policy References:

The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual

- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the contract

Staffing Requirements:

The LHJ shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds:

The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special References:

What is the WIC program?

1. The WIC program in the state of Washington is administered by the Department of Health.
2. The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
3. Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a participant, and retailers. They are designed to promote:
 - a. High quality nutrition services;
 - b. Consistent application of policies and procedures for eligibility determination;
 - c. Consistent application of policies and procedures for food benefit issuance and delivery; and
 - d. WIC program compliance.
4. The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
5. The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.
6. The WIC program may impose monetary penalties against persons who misuse WIC benefits or WIC food but who are not WIC participants.

Monitoring Visits:

Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:

- All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- Program requirements
- Nutrition education
- All financial records

Assurances/Certifications:**1. Computer Equipment Loaned by the Department of Health WIC Nutrition Program**

In order to perform WIC program activities, the Department requires computer equipment, such as computers, signature pads, document scanners, card readers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by the Department and loaned to the local agency (Contractor). The Loaned Equipment is supported by the Department. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by the Department. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and the Department updates the inventory. A copy of the Transfer Form will be provided to the contractor. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

- a. Defend, protect and hold harmless the Department or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
- b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation. The Department may enforce this by:
 - 1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
 - 2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by the Department), or
 - 3) Assertion of a lien against the Contractor's property.
- c. Notify the Department immediately of any damage to Loaned Equipment.
- d. Notify the Department prior to moving or replacing any Loaned Equipment.

The Department recommends Contractors carry insurance against possible loss or theft.

2. Civil Rights Assurance

- a. The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance.
- b. "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- c. "By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the Program applicant."

3. 2CFR 200

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 2CFR part 200, the debarment and suspension requirements of 2CFR part 200.213, if applicable, the lobbying restrictions of 2CFR part 200.245, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Billing Requirements:**1. Definitions**

Contract Period: January 1, 2022 - December 31, 2024

Contract Budget Period: The time period for which the funding is budgeted.

- There are four federal budget periods

January 1, 2022 through September 30, 2022;

October 1, 2022 through September 30, 2023;
 October 1, 2023 through September 30, 2024;
 October 1, 2024 through December 31, 2024.

2. Billing Information:

- a. Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
- b. A-19s are submitted monthly and must be received by the Department within 30 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within 60 days of the close of the federal budget period.
- c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
- d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
- e. Payments are limited to the amounts allocated for the budget period for each budget category.
- f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the LHJ and available for inspection by the Department or other appropriate authorities.
- g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

Special Instructions:

The LHJ shall:

1. Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
2. Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires all recipients and sub-recipients of federal funds to have a single audit performed should they spend \$750,000 or more of federal grants or awards from all sources. Contractors spending less than \$750,000 in federal grants or awards may also be subject to audit.
3. Use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

SPECIAL REQUIREMENTS			
Contract Funding Period	Time Period special requirement funds are available	Amount	Special Requirement Description
January 2022 to September 2024	January 2022 to September 2022	\$2,800	Added in the USDA WIC Client Services Contracts category to cover training and travel expenses for all local WIC staff to participate in WIC-related trainings.
January 2023 - September 2023	January 2023 - September 2023	\$2,800	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits or contractor), and other approved WIC training expenses.
October 2023 - September 2024	October 2023 - September 2024	\$3,000	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits for part-time or contractors), and other approved WIC training expenses.

Other:

Any program requirements that are not followed may be subject to corrective action and may result in monetary fines or repayment of funds.



22

AGENDA ITEM SUMMARY

JUN 11 2024

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: June 3, 2024**

REGULAR AGENDA ☒ **Meeting Date: June 11, 2024**

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-23 – LTP Amendment#1 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached amendment between the Department of Social and Health Services and Clallam County Health and Human Services extends the time period for the advance funding that DSHS-Division of Developmental Disabilities provides to Clallam County Health and Human Services for payment services to DD providers. There are not any funding changes. The extended agreement period is from July 1, 2024, to June 30, 2025.

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 review and approve.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: May 29, 2024

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

DSHS Amendment LTP, Amend#1
Revised: 3-04-2019



Washington State
Department of Social
& Health Services

Transforming lives

**COUNTY PROGRAM or INTERLOCAL
LONG-TERM PAYABLE AGREEMENT**

AMENDMENT

DSHS CONTRACT NUMBER:
2363-50841

Amendment No. 01

This Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number
Click here to enter text.
Contractor Contract Number

CONTRACTOR NAME

Clallam County

CONTRACTOR doing business as (DBA)

CONTRACTOR ADDRESS

111 E 3RD ST

Port Angeles, WA 98362

WASHINGTON UNIFORM BUSINESS
IDENTIFIER (UBI)

054-004-559

DSHS INDEX NUMBER

1215

CONTRACTOR CONTACT

Kevin LoPiccolo

CONTRACTOR TELEPHONE

(360) 417-2523

CONTRACTOR FAX

(360) 452-9605

CONTRACTOR E-MAIL ADDRESS

kevin.lopiccolo@clallamcounty
wa.gov

DSHS ADMINISTRATION
Facilities, Finance and Analytics
Administration

DSHS DIVISION
Financial Services

DSHS CONTRACT CODE
8030CS-63

DSHS CONTACT NAME AND TITLE

Rebecca Doane
Office Chief

DSHS CONTACT ADDRESS

PO Box 45842

Olympia, WA 98504-5842

DSHS CONTACT TELEPHONE
(360)763-2977

DSHS CONTACT FAX
Click here to enter text.

DSHS CONTACT E-MAIL ADDRESS
rebecca.doane@dshs.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?

No

CFDA NUMBERS

AMENDMENT START DATE

07/01/2024

CONTRACT END DATE

06/30/2025

PRIOR MAXIMUM CONTRACT AMOUNT
\$0.00

AMOUNT OF INCREASE OR DECREASE
N/A

TOTAL MAXIMUM CONTRACT AMOUNT
Based on Annual Review

REASON FOR AMENDMENT;

CHANGE OR CORRECT PERIOD OF PERFORMANCE

ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Amendment by reference:

☐ Additional Exhibits (specify):

This Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original County Program Agreement or Interlocal Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original County Program Agreement or Interlocal Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Amendment, and have authority to enter into this Amendment.

CONTRACTOR SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Cindy J Carroll, Contracts Consultant
DSHS Central Contracts and Legal Services

This Agreement between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. DSHS extends the Agreement End Date twelve months from June 30, 2024, to June 30, 2025, as stated on Page One of this Amendment.

All other terms and conditions of this Agreement remain in full force and effect.



2f
JUN 11 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: June 10, 2024**

REGULAR AGENDA ☒ **Meeting Date: June 11, 2024**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.015 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County as Lead Applicant on behalf of North Olympic Peninsula Recompete Coalition (NOPRC) has received grant funding from the Washington State Department of Commerce to assist in the application process for EDA's Phase 2 Distressed Areas Recompete Pilot Program. The Secure Federal Funding Initiative (SFFI) grant from Commerce can fund the following activities:

Research – Prime Age Employment Gap information.
Economic Impact Reports – ADU
Barge Economic Feasibility Analysis
Purchase of IMPLAN Software Subscription
Professional Grant Writing & Technical Services
Technical Services for Capacity Building for Underserved Areas

The Interagency Agreement with Lower Elwha Klallam Tribe to increase the Tribes capacity to participate in the Recompete project. The Tribe will use this funding to develop their scope of work under the Tribal and Underserved Areas Project under the Recompete Plan. The total amount of this ILA is a flat \$10,000 fee to begin processing upon the execution of this agreement and preliminary reporting of scope direction by the end of June and full scopes of work development by September 30th in anticipation of Recompete awarding.

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

The has already been budgeted with the SFFI grant.

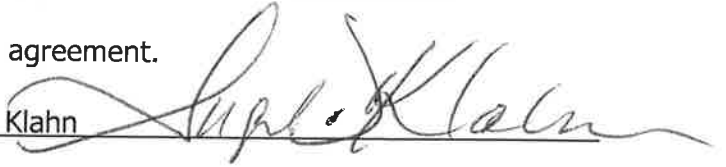
* Work Session Meeting - Submit 1 single sided/not stapled copy

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

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

Staff recommends the approval of the Interagency agreement.

County Official signature & print name: Angi Klahn



Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn,

Date submitted: 5/31/2024

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

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

INTERAGENCY AGREEMENT BETWEEN
CLALLAM COUNTY
AND
LOWER ELWHA KLALLAM TRIBE

THIS AGREEMENT, is entered into by and between Clallam County ("County") and Lower Elwha Klallam Tribe ("Tribe"). The County and the Tribe may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). Clallam, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building need to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024.

NOPRC's Recompete application designated a Tribal and Underserved Areas Project to under the North Olympic Resource and Conservation Development Council ("NODC") to provided Tribal directed funding through subawards to address the Prime Age Employment Gap ("PAEG") and economic development within each Tribe.

II. SCOPE OF WORK

The Tribe will develop a scope of work for the Tribal and Underserved Areas Project should funding be awarded. The scope of work should fall within the parameters of the Recompete NOFO to assist their tribal members within the PAEG to achieve Good Jobs through workforce development and barrier removal/wrap around services and other economic development.

III. REPORTING/DELIVERABLES

The Tribe will provide the County a preliminary report on the work being done June 30, 2024.

The Tribe will provide a final report/scope of work for the Recompete Subaward by September 30, 2024, to County and NODC. The report will be used to create the subaward NOPRC is awarded the Recompete Grant.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on September 30, 2024.

V. COMPENSATION

The County will issue the Tribe a \$10,000 payment in full upon the execution of this agreement. The Tribe agrees to use these funds to complete the project in the scope of work.

VI. 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.

VII. RECORDS, DOCUMENTS, AND REPORTS

The Tribe shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Tribe will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Tribe, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

Either party may terminate the Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. 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. 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 statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

XI. 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 the Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XII. SEVERABILITY

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

XIII. ENTIRE AGREEMENT

This Agreement 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 considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

AGREED:

Lower Elwha Klallam

Clallam County

Frances S. Charles

Signature

Frances G. Charles, Chairwoman

Date _____

Signature

Date _____

Mike French, Chair

Clallam County Commissioners

Approved as to Form:

Ernest Hyf

5-30-24

Title Sam Hough, Tribal Attorney
Office of Tribal Attorney

Ben Baugh

Dee Boughton, Chief Civil Deputy
Clallam County Prosecutor's Office



AGENDA ITEM SUMMARY

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

JUN 11 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: June 10, 2024

REGULAR AGENDA ☒ Meeting Date: June 11, 2024

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.016 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County as Lead Applicant on behalf of North Olympic Peninsula Recompete Coalition (NOPRC) has received grant funding from the Washington State Department of Commerce to assist in the application process for EDA's Phase 2 Distressed Areas Recompete Pilot Program. The Secure Federal Funding Initiative (SFFI) grant from Commerce can fund the following activities:

- Research – Prime Age Employment Gap information.
- Economic Impact Reports – ADU
- Barge Economic Feasibility Analysis
- Purchase of IMPLAN Software Subscription
- Professional Grant Writing & Technical Services
- Technical Services for Capacity Building for Underserved Areas

The Interagency Agreement with Jamestown S'Klallam Tribe to increase the Tribes capacity to participate in the Recompete project. The Tribe will use this funding to develop their scope of work under the Tribal and Underserved Areas Project under the Recompete Plan. The total amount of this ILA is a flat \$10,000 fee to begin processing upon the execution of this agreement and preliminary reporting of scope direction by the end of June and full scopes of work development by September 30th in anticipation of Recompete awarding.

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

The has already been budgeted with the SFFI grant.

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

Agenda Item Summary- Jamestown S'Klallam Tribe ILA 6-3-2024
Revised: 3-04-2019

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

Staff recommends the approval of the Interagency agreement.

County Official signature & print name: Angi Klahn



Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn,

Date submitted: 6/5/2024

INTERAGENCY AGREEMENT BETWEEN

CLALLAM COUNTY

AND

245.24.016

JAMESTOWN S'KLALLAM TRIBE

THIS AGREEMENT, is entered into by and between Clallam County ("County") and Jamestown S'Klallam Tribe ("Tribe"). The County and the Tribe may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). Clallam, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building needed to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024. NOPRC's Recompete application designated a Tribal and Underserved Areas Project to be administered under the North Olympic Resource and Conservation Development Council ("NODC") to provide Tribal-directed funding through sub-awards to address the Prime Age Employment Gap ("PAEG") and economic development within each Tribe.

The Jamestown S'Klallam Tribe is committed to undertaking a planning process to develop a Recompete project to remove transportation barriers that hinder access to job training and well-paying job opportunities. This Recompete initiative will directly support tribal members by providing vouchers for gas, car insurance, and auto repairs, ensuring they can reach job training programs or new employment, thereby enhancing their economic stability and growth.

II. SCOPE OF WORK

The Tribe will develop a scope of work for the Tribal and Underserved Areas Project should funding be awarded. The scope of work should fall within the parameters of the Recompete NOFO to assist their tribal members within the PAEG to achieve Good Jobs through workforce development and barrier removal/wrap-around services and other economic development initiatives. Specifically, the grant money will be used to develop plans for a Recompete project to provide vouchers for gas, car insurance, and auto repairs for individuals needing transportation to job training or to start a well-paying job.

III. REPORTING/DELIVERABLES

The Tribe will provide the County a preliminary report on the work being done.

The Tribe will provide a final report/scope of work for the Recompete Subaward by September 30, 2024, to County and NODC. The report will be used to create the subaward NOPRC is awarded the Recompete Grant.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on September 30, 2024.

V. COMPENSATION

The County will issue the Tribe a \$10,000 payment in full upon the execution of this agreement. The Tribe agrees to use these funds to complete the project in the scope of work.

VI. 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.

VII. RECORDS, DOCUMENTS, AND REPORTS

The Tribe shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Tribe will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Tribe, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

Either party may terminate the Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. 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.

XI. 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. 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 statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

XII. 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 the Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XIII. SEVERABILITY

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

XIV. ENTIRE AGREEMENT

This Agreement 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 considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

AGREED:

Jamestown S’Klallam Tribe

Clallam County

Signature

Date

Signature

Date

Mike French, Chair
Clallam County Commissioners

Name

Approved as to Form:

Title



Dee Boughton, Chief Civil Deputy
Clallam County Prosecutor's Office



AGENDA ITEM SUMMARY

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

3a
JUN 11 2024

Department: DCD

WORK SESSION ☒ **Meeting Date: June 3, 2024**

REGULAR AGENDA ☒ **Meeting Date: June 11, 2024**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Following an extensive public engagement process, DCD has prepared a draft ordinance establishing performance standards for agricultural accessory uses in Clallam County's rural and resource zones. The ordinance is being proposed through a Type B Amendment to align development regulations with existing county policies.

The Planning Commission conducted a public hearing to consider this draft ordinance on May 15, 2024, and voted to forward the draft ordinance to the Board of County Commissioners for review.

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?) Review the draft ordinance and schedule a public hearing for consideration.

County Official signature & print name: Bruce Emery, Bruce W. Emery

Name of Employee/Stakeholder attending meeting: Holden A. Fleming

Relevant Departments: Department of Community Development

Date submitted: May 29, 2024

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

Agenda Item Summary

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

Revised: 3-04-2019

PUBLIC HEARING
Proposed Ordinance titled "Agricultural Accessory Uses"

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, June 25, 2024 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. The purpose of the public hearing is to receive public testimony on proposed changes to the Clallam County Zoning code, creating performance standards for agricultural accessory uses in rural & resource zones.

SUMMARY OF PROPOSAL: Clallam County is proposing the creation of a new section within Title 33 that establishes performance standards for Agricultural Accessory Uses in the rural & resource zones of unincorporated Clallam County. This proposed development regulation is being considered through a "Type B" amendment process to align development regulations with existing county policies.

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the public hearing. Written comments should be sent to the Clallam County Board of Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015.

DOCUMENTS AND INFORMATION: Copy of the Ordinance is available for review at the Clallam County Department of Community Development located in the Clallam County Courthouse at 223 E. 4th Street, Port Angeles, WA or <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>.

In compliance with the Americans with Disabilities Act (ADA), appropriate aids and/or reasonable accommodations will be made available upon request. Requests must be received by the Commissioner's office (Phone: 360-417-2233; see address above) at least 7 days prior to the hearing. The facility is considered "barrier free" and accessible to those with physical disabilities.

Publish: June 14th and 21st

Bill: Dept. of Community Development

Loni Gores, Clerk of the Board

LETTER OF TRANSMITTAL

To: Clallam County Board of Commissioners

From: Department of Community Development

Subject: Transmittal to BOCC: Findings and Conclusions regarding
Agricultural Accessory Use Ordinance CCC 33.48

Dear Commissioners:

The Clallam County Planning Commission has completed its review and public hearing process regarding an addition to Title 33, which will address creation & development requirements for agricultural accessory uses in unincorporated Clallam County. The Planning Commission completed its review and approved its final recommendations to forward to the BOCC at its meeting on May 15, 2024. I am transmitting herewith the findings and recommendations of the Commission on this proposed Ordinance:

FINDINGS OF FACT:

1. Staff hosted 7 public meetings to discuss Agricultural Accessory Uses; three in Sequim, and one each in Port Angeles, Forks, Clallam Bay, and Joyce.
2. The Planning Commission had work sessions related to Agricultural Accessory Uses on October 18, 2023, January 3, February 7, February 21, March 6, and March 30, 2024.
3. Legal notice was published in the Peninsula Daily New prior to the public hearing that was conducted on May 15, 2024.
4. Staff presented a formatted draft ordinance to the Planning Commission on May 15, 2024 as a part of the Public Hearing process.
5. Following a public hearing at the May 15th meeting, the Planning Commission voted 6-0 with one abstention for the Draft Agricultural Accessory Use Ordinance to be forwarded to the BOCC for consideration.
6. Based on the above facts and findings, and the attached draft ordinance adding a Chapter 33.48 to the Clallam County Code titled Agricultural Accessory Uses, the Planning Commission adopts and transmits the following conclusion to the Clallam County Board of Commissioners.

CONCLUSION: The Clallam County Planning Commission concludes that the proposed Ordinance shall be included in the zoning code to:

1. Establish prescriptive standards for agricultural accessory uses in the rural and resource zones of unincorporated Clallam County.

The Planning Commission recommends approval by the BOCC and as Chair of the Commission, has directed me as its duly authorized agent to transmit this recommendation to the BOCC.

Steve Gale, Chairman Chaffee County Planning Comm 5/21/2024
Steve Gale, Chair Date

Ordinance _____

An ordinance creating a chapter 33.48, of the Clallam County Code,
titled Agricultural Accessory Uses

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Amending 33.03.010 (7) Agriculture Definition Only:

Section 33.03.010, Definitions, is amended to read as follows:

(7) "Agriculture" means improvements and activities associated with the raising, ~~and harvesting,~~ and necessary processing of crops and livestock. "Agriculture" includes ancillary activities, including, but not limited to, equipment storage and repair, seasonal employee housing, and temporary on-site retail stands for the sale of agricultural goods.

And

Section 33.48.010, Definitions, is created to read as follows:

(1) "Agricultural Accessory Use" means a use that directly supports, promotes and is subordinate to a permitted primary agricultural use or agricultural activity on a farm.

(2) "Agricultural Work" means tasks related to farming, cultivation, and production of agricultural products. These tasks include, but are not limited to, manual labor assisting with crop production, harvesting, sorting, and animal care and husbandry.

(3) "Other Farm Dependent Accessory Activities" means those accessory activities, not elsewhere defined in this chapter, that directly relate to or are dependent on the operations of a farm. These activities may provide an engaging and entertaining experience for participants and may include, but are not limited to, corn mazes and other such maze structures, tractor rides, and/or agricultural demonstrations and do not include wedding venues.

(4) "Farm Tours" mean a tour of an agricultural operation, or other farm related educational events, allowing members of the public to observe or learn about agricultural operations onsite.

(5) "Farmers' Markets" mean a venue located on a farm, which is used by multiple agricultural producers, for the sale of agricultural products grown, produced, or processed primarily in Clallam County or Jefferson County.

(6) "Onsite Commercial Greenhouses or Nurseries" means a structure (greenhouse), and or nursery operation, located on a farm, devoted to the cultivation of plants or other grown agricultural products.

(7) "Onsite Retail Stores" means a retail establishment, located on a farm, primarily engaged in the sale of agricultural products produced onsite directly to consumers.

(8) "Temporary Onsite Retail Stands" mean a temporary or permanent structure, not internally accessible to the public, located on a farm, where agricultural products produced onsite and related items are sold directly to consumers.

(9) "U-picks" means an agricultural enterprise where consumers visit a farm to harvest, or pick, produce and other agricultural products directly from the fields or orchards.

(10) "Work Stays" means paid accommodation on a working farm where guests partake in agricultural work.

Section 33.48.020, Purpose and intent, is created to read as follows:

Clallam County recognizes the benefits that agricultural accessory uses can have on meeting community goals. The purpose and intent of this chapter is to:

- (1) Ensure that agricultural accessory uses remain clearly subordinate to ongoing agricultural activities on a parcel or parcels.
- (2) Protect rural and neighborhood character in areas where commercial activities are otherwise not allowed.
- (3) Accommodate unique and creative accessory uses that are harmonious with and support onsite agricultural activities.
- (4) Support a diversity of revenue streams for agricultural producers to strengthen the economic viability of agricultural operations.
- (5) Provide specific prescriptive standards for a wide range of agricultural accessory uses in Clallam County.
- (6) Encourage the continuation of agricultural lands for long-term agricultural use.

Section 33.48.030, Applicability, is created to read as follows:

To be eligible for the accessory agricultural uses specified in this Chapter, a farm on which such uses are conducted must meet all of the following:

1. Contain a minimum of one (1) acre of land utilized in the production of agricultural products.
2. Is located within a Rural or Resource zoning district in which Agricultural Activities are listed as an allowed use per the underlying zoning of the property.

A Temporary Farm Stand is not restricted by the conditions stated in Subsections 1 & 2 above and are considered to be an allowed accessory use of any agricultural operation in which Agricultural Activities are permitted by the underlying zone, including Rural, Resource and Urban zoning districts.

All other agricultural accessory uses proposed on farms that fail to meet the above applicability standards may be considered through a Conditional Use Permit utilizing the standards outlined in this chapter as well as additional standards specific to the proposal.

Any use authorized by this Chapter will also require compliance with the Shoreline Master Program, stormwater management program, development regulations, Critical Areas Code, and any other federal and/or state requirements. Agricultural accessory uses which conform to the standards in this Chapter and all other applicable standards shall not be considered an intrusion of commercial activity within rural residential, or resources zones. The standards of this Chapter, as applicable, supersede the use standards of the underlying zone.

For the purposes of this Chapter, contiguous parcels under shared ownership will be reviewed as one farm when determining the appropriate level of review and other area related requirements for the proposed agricultural accessory use.

No part of this chapter will be interpreted to exempt uses or structures from the requirements of the adopted building codes and/or other applicable development regulations. Contact the Department of Community Development for all related permit requirements.

Section 33.48.040, Agricultural Accessory Uses, is created to read as follows:

An accessory use to agriculture may include, but may not be limited to, the following:

- (1) Temporary onsite retail stands

- (2) Onsite agricultural retail stores
- (3) Onsite commercial greenhouse or nursery
- (4) Farmers' Markets
- (5) U-pick sales to the public
- (6) Tours of the agricultural operations
- (7) Work stays
- (8) Other farm dependent accessory activities

Section 33.48.050, General requirements, is created to read as follows:

The requirements listed below apply to all agricultural accessory uses:

(1) *Relationship to Onsite Agricultural Production.* Any proposed agricultural accessory use must be related to and dependent on the agricultural activity taking place on site and remain subordinate to the scale of the agricultural activity on site.

(2) *Review Procedure.* Agricultural Accessory Uses will be reviewed on a site-by-site basis utilizing the standards specific to each agricultural accessory use found in this chapter. When no specific standards are found for a proposed agricultural accessory use, the Administrator may provide a Code Interpretation on the use in question pursuant to CCC 26.10.555, and must ensure the agricultural accessory use remains clearly incidental and subordinate to the agricultural activity on the parcel and protect the rural and neighborhood character of the surrounding area.

(3) *Access.* Safe vehicular access and customer parking must be provided on site, such that vehicles are not required to back onto roads. Temporary and permanent structures and parking must be located outside of public rights-of-way, meet setbacks for the zoning area, and should be located where impacts to adjacent residential uses are minimized.

(4) *Placement.* All Agricultural Accessory Uses, including new buildings, parking, or supportive uses, should be located inside the general area already developed for buildings and residential uses and must not otherwise convert more than 25% of land to accessory uses.

(5) *Signs.* All signage must be compliant with CCC 33.57.

(6) *Landscaping.* A visual buffer consistent with CCC 33.53, is required along all sides of a permanent parking area within 30 linear feet of a front, side, or rear property boundary. Natural vegetation may be allowed in lieu of a visual buffer provided existing vegetation is sufficient to break up the visual impact of the parking area from neighboring properties or road frontages.

(7) *Lighting.* All lighting associated with agricultural accessory uses must be directed downward and shielded to prevent glare and light encroachment onto neighboring properties and roads. All uses requiring a certificate of compliance or conditional use permit per CCC 33.48.060 must be required to submit a lighting plan for review and approval.

(8) *Noise.* Agricultural Accessory Uses must be compliant with CCC 15.30

Section 33.48.060, Use Review Table, is created to read as follows:

Agricultural Accessory Use Review Chart					
	Size of Parcel				
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Temporary onsite retail stand	Allowed Outright	Allowed Outright	Allowed Outright	Allowed Outright	Allowed Outright
Onsite retail store	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance
Onsite greenhouses	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance
Farmers Market	Conditional Use Permit	Conditional Use Permit	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance
U-Pick	Certificate of Compliance	Certificate of Compliance	Allowed Outright	Allowed Outright	Allowed Outright
Farm Tours	Certificate of Compliance	Certificate of Compliance	Allowed Outright	Allowed Outright	Allowed Outright
Work Stays	Prohibited	Prohibited	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance
Other Farm Dependent Acc. Activities	Conditional Use Permit	Conditional Use Permit	Conditional use permit	Certificate of Compliance	Certificate of Compliance

Section 33.48.070, Additional standards for temporary onsite retail stands, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, temporary onsite retail stands are subject to the following requirements:

Temporary Onsite Retail Stands					
Size of Parcel					
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Level of Review	Allowed Outright	Allowed Outright	Allowed Outright	Allowed Outright	Allowed Outright

(1) Additional Performance Standards

a. *Structure*: Temporary Onsite Retail Stands must be no larger than 400 sq. ft. and must not be made internally accessible to the public.

b. *Product*: 75% of all products retailed at a Temporary Onsite Retail Stand must be agricultural products produced in Clallam and/or Jefferson County.

c. Temporary onsite retail stands are allowed in all zones that identify agricultural uses as allowed outright and is not otherwise restricted by the applicability provisions contained in this Chapter.

Section 33.48.080, Additional standards for onsite retail stores, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, onsite retail stores are subject to the following requirements:

Onsite Retail Stores					
Size of Parcel					
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Level of Review	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance

(1) Additional Performance Standards

a. *Structure*: Farms are limited to one Onsite Retail Store and must have no more than 1000 sq. ft. of publicly accessible space. This maximum may be exceeded with the issuance of a conditional use permit when all other standards are met.

b. The owner is responsible for obtaining a building permit from the Clallam County Department of Community Development to review that the structure has adequate means of egress, exits, smoke detectors, carbon monoxide alarms, fire extinguishers, and other fire protection systems in compliance with the adopted building code.

c. *Product*: 75% of all products retailed at an Onsite Retail Store must be agricultural products produced in Clallam and/or Jefferson County.

d. *Parking*: The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required conforming to applicable parking standards.

e. *Environmental Health Services Requirements*: The owner must ensure all Clallam County Environmental Health Service Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

f. *Hours of Operation*: Operation must be limited to between sunrise and 10 PM.

g. *Length of Operation*: Onsite Retail Stores may only be operated between the months of May and October unless otherwise approved by a certificate of compliance or conditional use permit.

Section 33.48.090, Additional standards for onsite commercial greenhouse, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, onsite commercial greenhouses are subject to the following requirements:

Onsite Commercial Greenhouse					
Size of Parcel					
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Level of Review	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance	Allowed Outright

(1) Additional Performance Standards

a. *Structure*: For greenhouses allowing public entry, the owner is responsible for obtaining a building permit from the Clallam County Department of Community Development to review that the structure has adequate means of egress, exits, smoke detectors, carbon monoxide alarms, fire extinguishers, and other fire protection systems in compliance with the adopted building code.

b. *Product*: 90% of products retailed from a greenhouse must be agricultural products, of which 75% must be produced onsite..

c. *Parking*: The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

d. *Environmental Health Services Requirements*: The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

e. *Hours of Operation*: Operation must be limited to between sunrise and 10 PM.

f. *Length of Operation*: The retail operation of an onsite commercial greenhouse or nursery may only be operated between the months of May and October unless otherwise approved by certificate of compliance or a conditional use permit.

Section 33.48.100, Additional standards for farmers' markets, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, Farmers' markets are subject to the following standards:

Farmers' Markets					
Size of Parcel					
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Level of Review	Conditional Use Permit	Conditional Use Permit	Certificate of Compliance	Certificate of Compliance	Certificate of Compliance

(1) Additional Performance Standards

(a) *Structure*: When a permanent structure is utilized, the owner is responsible for obtaining a building permit from the Clallam County Department of Community Development to review that the structure has adequate means of egress, exits, smoke detectors, carbon monoxide alarms, fire extinguishers, and other fire protection systems in compliance with the adopted building code.

(b) *Parking*: The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

(c) *Frequency*: No more than 2 farmers' market events may be hosted per week.

(d) *Environmental Health Services Requirements*: The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

(e) *Hours of Operation*: Operation must be limited to between sunrise and 10 PM.

(f) *Access*: Farmers' Markets must be accessed from a public road capable of supporting traffic generated from the use.

Section 33.48.110, Additional standards for U-picks, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, U-picks are subject to the following requirements:

U-Pick					
Size of Parcel					
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Level of Review	Certificate of Compliance	Certificate of Compliance	Allowed Outright	Allowed Outright	Allowed Outright

(1) Additional Performance Standards

a. *Parking*: The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

- b. *Environmental Health Services Requirements*: The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.
- c. *Hours of Operation*: Operation must be limited to between sunrise and 10 PM.

Section 33.48.120, Additional standards for farm tours, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, farm tours are subject to the following requirements:

Farm Tours					
Level of Review	Size of Parcel				
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
	Certificate of Compliance	Certificate of Compliance	Allowed Outright	Allowed Outright	Allowed Outright

(1) Additional Performance Standards

a. *Educational Exemption*: Educational tours or events hosted in partnership with the WSU Extension Office, Clallam County 4H club, or accredited educational institutes are considered allowed outright for the purposes of performance standards related to this section but must conform with all applicable performance standards.

b. *Size of Groups*: All groups and individuals involved in a farm tour must be guided by a designated farm representative or be contained within areas with clearly delineated boundary lines.

c. *Parking*: The owner must designate parking spaces onsite capable of providing adequate parking for all farm tour participants. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

d. *Environmental Health Services Requirements*: The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

e. *Hours of Operation*: Operation must be limited to between sunrise and 10 PM.

Section 33.48.130, Additional standards for work stays, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, farm stays are subject to the following requirements:

Work Stays					
Level of Review	Size of Parcel				
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
	Prohibited	Prohibited	Certificate of Compliance	Certificate of Compliance	Allowed Outright

(1) Additional Performance Standards

a. *Structures*: Permanent structures, park models, recreational vehicles, and/or semi-permanent tents are not allowed for use as work stays. Work stays must be limited to temporary tents and tents must not be provided by the farm operator.

b. *Limitations*: Work Stays must be limited to individuals or groups where at least one individual is performing agricultural work onsite. Farm Stays must be limited to no longer than two weeks and a group must be no larger than 6 individuals.

c. *Number of Sites*: Farm stays must be limited to no more than 3 sites per 5 acres with no more than a maximum of 12 sites. This maximum may be exceeded through the issuance of a Conditional Use Permit when all other standards are met.

d. *Parking*: The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

e. *Environmental Health Services Requirements*: The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

f. *Fire Safety*: Fires must be contained within a designated and approved fire ring or other similar containment device.

g. *Required Notice*: The owner is responsible to provide written notice to of:

(a) County sound and noise regulations pursuant to CCC 15.30, Public Disturbance.

(b) Rules of conduct, local laws, burn bans, and responsibility not to trespass on private property or to create disturbances (e.g., noise). If there is an easement that provides legal access to off-site areas such as beach access, this shall be indicated on a map and the easement must be clearly marked.

(c) Emergency numbers and the name and number of a local contact person(s) for the work stay operator.

Section 33.48.140, Additional standards for other farm-related accessory activities, is created to read as follows:

In addition to the general requirements of CCC 33.48.030, these activities are subject to the following requirements:

Other Farm Dependent Accessory Activities					
Size of Parcel					
	Less than 3 Acres	3-4.99 Acres	5-9.99 Acres	10-19.99 Acres	20+ Acres
Level of Review	Conditional Use Permit	Conditional Use Permit	Conditional Use Permit	Certificate of Compliance	Certificate of Compliance

(1) Additional Performance Standards

a. *Frequency*. No more than 21 days of activities or events are to be undertaken under this use within a calendar year when those activities have the potential to generate noise, traffic, or other nuisances above uses otherwise allowed in this chapter. This number may be increased through the issuance of a conditional use permit when all other standards are met.

b. *Parking*. The owner must designate parking spaces onsite capable of providing adequate parking for the proposed use. At least 1 ADA accessible parking space must be provided, but additional ADA parking may be required, conforming to applicable parking standards.

c. *Environmental Health Services Requirements*: The owner must ensure all Clallam County Environmental Health Services Division requirements are met including, but not limited to, requirements for solid waste disposal, sewage disposal, food handling, and water system compliance.

d. *Limited number of other activities*: No more than three other activities may be allowed through this section without the issuance of a conditional use permit.

Section 33.48.150, Effective date, is created to read as follows:

This chapter shall take effect (i.e., the effective date shall be) the date of adoption of the ordinance codified in this chapter.

ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

Agriculture Accessory Uses Public Hearing Discussion Paper
Clallam County Department of Community Development
May 15, 2024

The following document is substantively like a document originally created in November of 2023 modified and updated to reflect the most current information and recommendations.

Overview

Clallam County is proposing a Type B amendment to amend its development regulation for the purpose of creating prescriptive performance standards relating to agricultural accessory uses. To support this effort, Clallam County has engaged in several public events and workshops to gather information, solicit public feedback, and ensure that the proposed development regulation would align with the needs of many local agricultural producers. Specifically, staff is recommending the adoption of performance standards related to the following agricultural accessory uses:

- (1) Temporary onsite retail stands
- (2) Onsite agricultural retail stores
- (3) Onsite commercial greenhouse or nursery
- (4) Farmers' Markets
- (5) U-pick sales to the public
- (6) Tours of the agricultural operations
- (7) Work stays
- (8) Other farm dependent accessory activities

Also included in this document is a brief summation of Clallam County's agricultural history, relevant policies, existing regulatory framework, and recommendation summary.

Purpose

Farming in Clallam County has gone through significant changes in the past several decades. From its "hay-day" of the 1940's and 50's, agricultural operations have seen a dramatic decline in Clallam County, and most significantly in the Sequim-Dungeness region. Large expanses of integrated farm operations have since given way to residential communities and affiliated uses. Along with the reduction in farms, the businesses necessary to support agriculture have also diminished. However, farming on small acreage remains a viable and important part of Clallam County's rural landscapes and economy.

To survive in this changing environment, local farms have adapted to focusing on direct-to-customer sales, niche-markets, and business diversification in order to maintain economic viability. In some cases, this has included changes to traditional farm operations to accommodate an emerging agritourism industry where the "farm"

becomes the central focus of more recreational and leisure experiences monetized to supplement the farm operation.

In so doing, typical farm operations have introduced new land uses and operational characteristics that have, in some instances, exceeded limits established in the County's land use regulations. In the interest of supporting and facilitating local farms in developing new and innovative strategies for diversifying and strengthening their businesses, there exists a need to evaluate existing land use policy and adjust regulations to offer clarity and harmonize the need for farm business diversification while maintaining rural communities free from potential adverse impacts of unregulated commercial encroachment. Clallam County is proposing a Type B amendment to its development regulations for the purpose of creating prescriptive performance standards related to agricultural accessory uses.

Existing County Policy

Both the Clallam County Code and the Washington State Growth Management Act require that Clallam County "[e]ncourage conservation of productive agricultural lands and discourage incompatible uses (CCC 31.01.110, RCW 36.70A.020(8))." In developing policies to respond to this directive, the Comprehensive Plan was updated in 2006 to include an array of goals and policies intended to provide for the preservation and strengthening of the local agricultural industry. Key to this objective were policies that establish existing agricultural operations as a preferred land use, including protections against nuisance complaints and limits on the development of viable agricultural land from competing land uses. But also key to these policies was a strong recognition that, for agriculture to continue to be economically viable in Clallam County, farms would need the ability to diversify to incorporate limited on-location retail and agritourism-related business elements. Specific policies are included in Appendix A, and are summarized as follows:

- Lavendar farms have developed an agritourism industry to complement the sales of lavender products by selling the experience of visiting lavender farms and the region through festivals, farm tours, and other events (CCC 31.02.115(5)(b)).
- Agritourism may also be developed through other farm-related opportunities, like U-pick, corn mazes, farm stays (pay to work on farms), and farm education events (CCC 31.02.115(5)(b)).
- The local farming industry will need to enhance its capacity to perform local processing and provide retail of value-added products (CCC 31.02.115(6)).
- Clallam County should encourage continued farming through tax incentives, technical assistance, and permitting of compatible on-farm enterprises subject to applicable performance standards (CCC 31.02.120(2)).
- The raising of crops and livestock shall be the principal land use in areas designated agricultural. Other uses will include a farm residence, farm buildings,

direct marketing farm stands, home enterprises and home-based industries (CCC 31.03.220(3)(b)(ii)).

Existing County Regulatory Framework

The agricultural policies of the Comprehensive Plan set forth the guiding principles that support the applicable regulations enumerated in the Zoning Code. As shown in Appendix A, the Zoning Code currently regulates accessory farm uses through three primary mechanisms:

- Allowance of temporary on-site retail stands for the sale of agricultural goods as accessory to agricultural operations (CCC 33.03.010(7))
- Allowance of a home enterprise as a permitted use (CCC 33.07.010(1)), and
- Allowance of a home-based industry as a conditional use (CCC 33.07.010(2)).

For clarity, a home enterprise is a business use that is carried on within a home or existing building and does not generate any traffic or other outward characteristics of a business. A home-based industry does include some limited commercial activities outside and may include the generation of limited traffic. The conditional use permit process requires a decision of the Hearing Examiner and analysis of the specific development to identify and mitigate any potential objectionable characteristics, such as adequate parking, noise and glare abatement, hours of operation, and adequate landscaping or screening.

Although a range of possible accessory uses to an agricultural operation could be considered through the conditional use permit process, the Zoning Code allows home-based industries as a conditional use in all rural residential zones. In this respect, the only special consideration afforded to agricultural operations is the allowance of a temporary on-site retail stand.

Given the policy background on this issue, additional regulatory tools could be considered to expand and guide the development of accessory entrepreneurial developments associated with existing farms to help diversify and strengthen their operations. But these tools must also be balanced with the need to ensure the protection and preservation of agricultural lands and to protect rural communities from proliferation of commercial development and incompatible uses.

To support this effort, Clallam County has engaged in several public events and workshops to gather information, solicit public feedback, and ensure that the proposed development regulation would align with many needs for local agricultural producers.

Recommendation Summary

All proposed changes to the Clallam County Zoning Code regulations have been determined to be consistent with the established policies and meet the criteria as a Type B Amendment, CCC 33.35.015(2) (see Appendix A).

In addition to the general discussion about entrepreneurial diversification of agricultural operations, the Comprehensive Plan specifically indicates the County should allow for "...the permitting of compatible on-farm enterprises subject to applicable performance standards (CCC31.02.120(2))." Although the conditional use permit process remains a tool for more complex development proposals, developing clear, objective performance standards for *compatible* uses that are allowed outright would go a long way in assisting farms with additional tools for diversification consistent with their existing operations. Of course, determining what is compatible is a subjective question. Central in considering the answer to this question is 1) the need to ensure the long-term conservation of viable agricultural lands and farm operations, and 2) the protection of farm and rural lands from incompatible uses.

The following are the types of uses that are being considered as accessory to agricultural operations and a summation of what prescriptive performance standards would be applied.

- ***On-site processing of ag-related products.*** The processing of raw agricultural products into value-added products ready for market is a great way for local farmers to increase the value of their operation. However, such activities have the potential to introduce incompatible operational characteristics. The Clallam County Code currently allows home enterprises outright in rural areas, and home-based industries as a conditional use (both discussed earlier). The former allows limited manufacturing of raw agricultural products within lawfully established buildings without the need for a permit. The latter requires review and approval from the Hearing Examiner to evaluate potential impacts and set conditions for use and operations that are intended to address impacts. Rather than create additional performance standards related to on-site agricultural processing, it is recommended the definition of Agriculture be changed to include this type of use in a limited capacity.
- ***On-site retail.*** The Zoning Code allows for temporary on-site retail stands for the sale of agricultural goods as accessory to agricultural operations (permitted outright). One point of confusion has been that any building used for commercial purposes in which the public enters requires a commercial building permit (IBC 105.1). Another issue is the lack of appropriate limits on the scope of on-site retail operations or the need for adequate access, parking, signage, lighting, or other features commonly associated with retail use.

Through public engagement, a series of performance standards addressing the above concerns are being proposed. Generally, staff recommends that, when applicability, placement, and performance standards are met, that agricultural producers be allowed up to 1000 sq. ft. of onsite retail space through the issuance of a certificate of compliance.

- ***Farm tours.*** Farm tours are a great way to introduce the public to agricultural operations and provide education, as well as to diversify sources of revenue for the farm. Similar to retail, there needs to be standards for ensuring adequate

access, parking, signage, landscaping, lighting, or other features necessary to ensure the scope of the activity is commensurate with the scope of the farm.

- **Farm education events.** Similar to farm tours, farm education events and farm-related classes help to diversify farm operations and revenue. But reasonable limits should be considered to ensure such operations do not exceed on-site parking, interfere with ongoing agriculture, or introduce impacts to the rural community. Appropriate building permits must be obtained if any portion of the education event is to occur within an agricultural building.

Through public engagement, it was determined that farm tours be considered a type of educational event, or that an educational event may take the form of a farm tour. As such, a series of performance standards relevant to both were created addressing the concerns regarding impacts to rural characteristic/community. Generally, staff recommends that farm tours be treated as an accessory use allowed outright on all farms greater than 5 acres and through a certificate of compliance on any smaller farms.

- **U-pick.** The same concerns expressed for farm tours and farm education events exist for the uses of this section.

Similarly to the above section, staff recommends limited performance standards for the described use and allow the use outright on all farms greater than 5 acres.

- **Farm work-stays.** The Zoning Code allows for the creation of bed and breakfast inns (up to five units) in most rural residential zones, and as a conditional use in the Agricultural Retention Zone (AR). Consideration given to expanding farm work-stays as an agricultural accessory use has been done with great care to ensure the facility does not exceed the scope of the farm operation and does not otherwise interfere with farming activities or impact neighboring rural residential areas. It is strongly suggested that if such use is allowed as an accessory use, that the use be relatively constrained and clearly connected to the agricultural production taking place on site.
- **Farmers' Markets.** Farmers Markets can represent an easy way for an agricultural producer to access a retail market greater than what may be available to them through their own temporary farm stand, retail store, or green house. Farmers Markets also have real potential to create traffic & noise well beyond uses that would otherwise be allowed in rural or resource zones. As such, along with performance standards generally applicable to most agricultural accessory uses, specific standards for access and frequency have been proposed to limit Farmers' Markets to being accessed only from public roads and not taking place more than two times per week.
- **Other Farm Dependent Uses.** Staff understands that there may arise some proposals that do not align with any of the agricultural accessory uses for which prescriptive performance standards have been created, such as limits on frequency and limits on total numbers of other actives allowed. When no such prescriptive standards exist for a proposed use, but the proposal is directly related to, and dependent on the onsite agricultural activity, and when all other

general requirements can be met, it may be beneficial to have relatively restrictive standards by which staff can review the activity and apply performance standards.

Uses not addressed through this amendment.

- ***Wedding venues and other non-agricultural events.*** Wedding and similar event venues that rely on agriculture as a backdrop of the use, but that are not dependent on the agriculture occurring on the property are not currently identified in the use tables of the Clallam County Zoning Code. In accordance with CCC 33.05.010, such activities may be allowed through the issuance of a conditional use permit. It is suggested that this process is appropriate for the potential scope and complexities that weddings and other destination venues present. The opportunity to evaluate all aspects of the development to ensure no impacts on agricultural operations or the rural community is apparent, provides rationale for the requirement of the conditional use permit for such proposed uses.
- ***Festival participation.*** The Lavender Festival, Sequim Irrigation Festival, and other regional festival events are generally administered through the Special Events Ordinance, Chapter 15.02, CCC. No further controls are recommended for this section.
- ***Wineries, breweries, and distilleries.*** Like wedding venues above, as an unspecified use within the zoning code, these uses could be applied for through the conditional use permit process. Staff did not find sufficient evidence to believe the implementation of performance standards related to these uses could be completed through the Type B amendment process.

A Note on Applicability

Except for temporary farm stands, all agricultural accessory uses proposed through this chapter would have to take place on parcels meeting the following requirements:

1. Contain a minimum of one (1) acre of land utilized in the production of agricultural products.
2. Be located within a Rural or Resource zoning district in which Agricultural Activities are listed as an allowed use per the underlying zoning of the property.

The first applicability standard was designed to create a clear threshold of entry, that would be easily reviewed through site plans and GIS data, while not requiring participating agricultural producers to be enrolled in any programs or have to actively report any performance metrics.

The second was designed to reflect the fact that as a Type B amendment only those changes that align development regulations with existing comprehensive plan policies are allowed. There is specific language in the Clallam County Comprehensive land

directing staff to consider development regulations to allow for compatible on-farm enterprises in agricultural resource zones (CCC 31.02.120), and similar directives are made for rural zones. While agricultural production in our urban areas is valuable and should continue, no such direct policy language exists that would allow for this form of development regulation to be implemented through a Type B amendment. Also of note is that agriculture will still be allowed in all urban zones where it is currently listed as an allowed use, and no part of this proposed development regulation would prohibit an interested party from utilizing a temporary farm stand, home enterprise, or applying for a conditional use permit.

Staff Recommendation

Staff recommends the adoption of specific development regulations related to agricultural accessory uses as provided in the attached draft ordinance.

Appendix A

Existing Policies and Regulations for Agricultural Accessory Uses Clallam County Code and the Revised Code of Washington

Clallam County Comprehensive Plan, Title 31, CCC

CCC 31.01.200 Growth Management Goals

(8) *Natural Resource Industries.* Maintain and enhance natural resource-based industries, including productive timber, agricultural, mineral extraction, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands and discourage incompatible uses.

CCC 31.02.110 Resource Land Issues

A goal of the Growth Management Act of 1990 is to "Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries...[and] Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses." The Act requires local governments to classify and designate agricultural, forest and mineral resource lands and to adopt interim development regulations to assure their conservation. This chapter supports County-wide efforts to maintain, enhance, and to conserve resource lands, and to discourage incompatible uses adjacent to resource lands, particularly forest and mineral lands.

CCC 31.02.115 Agricultural Resource Land Inventory and Issues

(5)(b) *Agritourism.* Clallam County's lavender industry is another example of the market niches farmers can identify and develop to make their farms profitable and sustainable. Our lavender farmers produce a wide array of value-added lavender products and have developed an agritourism industry to complement the sales of lavender products by selling the experience of visiting lavender farms and the region through festivals, farm tours, and other events. Other types of farming can also benefit by cultivating tourists on the farm such as U-pick berry farms and corn mazes that are popular with locals as well as tourists, farm stays in which visitors pay to work on farms, and farm educational events. Agritourism also benefits other local businesses such as lodging and food service, thus multiplying its economic impact.

(6) *Changes in Local Agricultural Industry.* For farming to survive and thrive in Clallam County, how we view agriculture and how we develop local land use policies and implement development regulations needs to be continuously evaluated and updated. In the past our county policies have been driven by a view of agriculture as largely a producer of farm commodities such as milk, beef cattle, barley, hay, potatoes, or apples. These commodities were either processed locally or shipped out of the County as raw commodities. Clallam County can no longer compete in most of these markets. For

farmers to succeed here they need to be innovative and entrepreneurial and to find markets that are not satisfied by the industrial agricultural and food industry. Products such as organic baby salad greens, gourmet lavender barbecue sauce, or farmstead gouda cheese are the high-value, niche products that many small farmers are turning to in order to make a profit.

This will require enhanced capacity to perform local processing and increased efforts to effectively brand and market Clallam County farm products. These and other new agricultural opportunities can continue and expand in the County if supported by local land use policies and regulations that allow farm entrepreneurs to explore and exploit these types of farming niches. There are a few large, commercial farms left in Clallam County that have adapted to changing economic conditions, but the future of agriculture in Clallam County will largely be determined by operators who produce high-value, unique products, and agricultural services on relatively small farms.

The need to redefine and broaden what we mean by the term "farm," and in so doing develop policies and programs that support this new vision of agriculture, exists in many places, not just in Clallam County. The Washington State Legislature passed legislation in 2004, which was amended in 2006, that essentially redefined what agriculture is; including references to "agriculturally related experiences, or the production, marketing, and distribution of value-added agricultural products, including support services that facilitate these activities" (RCW [36.70A.177](#)). The State of Washington now recognizes that the needs of many farmers are much broader than in the past, and that small, innovative, entrepreneurial farmers require the ability to sell everything from high-dollar, value-added products to farm experiences on agritourism-oriented farms.

CCC 31.02.120 Agricultural Resource Land Goals.

- (1) Clallam County shall work to promote a strong, economically viable and ecologically responsible agricultural economy.
- (2) Clallam County should provide incentives to encourage continued agriculture operations by providing property tax incentives, education and technical assistance, and the permitting of compatible on-farm enterprises subject to applicable performance standards.

CCC 31.03.220 Agricultural Land – Inventory and Analysis

(2) *Definition.* The Growth Management Act defines "agricultural land" as land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, Christmas trees not subject to the excise tax imposed by RCW [84.33.100](#) through [84.33.140](#), finfish in upland hatcheries, or livestock, and that has long-term commercial significance for agricultural production.

The Growth Management Act defines "long-term commercial significance" to include the growing capacity, productivity, and soil composition of the land for sustained commercial

production, in consideration of the land's proximity to population areas, and the possibility of more intense uses of the land.

(3)(b)(ii) The raising of crops and livestock and associated agricultural activities shall be the principal land use within areas designated as agricultural. Agricultural land uses on the portion of a parcel set aside for agriculture would include, but not be limited to, a farm residence, farm buildings, and direct marketing farm stands, home enterprises and home-based industries. These uses shall not disrupt agricultural land use within the district.

Clallam County Zoning Code, Title 33, CCC

CCC 33.03.010 Definitions

(4) "Accessory use or improvement" means a use or improvement which is necessary for the full use and enjoyment of the main use of the property, is typically associated with the main use, and is subordinate to or incidental to the main use of a parcel and which includes the utilities necessary to serve the accessory use. Accessory uses and improvements are allowed in all zoning districts.

(7) "Agriculture" means improvements and activities associated with the raising and harvesting of crops and livestock. "Agriculture" includes ancillary activities, including equipment storage and repair, seasonal employee housing, and temporary on-site retail stands for the sale of agricultural goods.

CCC 33.05.010 Land Use Zones

Unclassified uses may be allowed through the issuance of a conditional use permit.

CCC 33.07.010 Agricultural Retention (AR)

The purpose of the Agricultural Retention zone is to maintain and enhance the agricultural resource industry of Clallam County through conservation of productive agricultural lands and discouragement of incompatible land uses within the agricultural retention zone.

(1) *Permitted Uses.* The following uses are permitted in an Agricultural Retention zone:

- Agricultural activities
- Home enterprises

(1) *Conditional Uses.* The following uses are in an Agricultural Retention zone subject to the procedures and requirements of Chapter 33.27, CCC:

- Bed and breakfast inn facilities which do not interfere with the agricultural use of the adjacent land.
- Home-based industries not interfering with agricultural use

(8) *Agricultural Land Reservation Conditional Uses*. The following conditional uses are permitted in an agricultural land reservation of a parcel in an Agricultural Retention zone pursuant to the procedures and requirements of Chapter 33.27 CCC:

- Home-based industry
- Outdoor-oriented recreation facilities designed to be compatible with the agricultural use of the land.

CCC 31.04.200 Agricultural Land – Inventory and Analysis

(3) *Resource Base*. The Port Angeles planning area contains no land which qualifies as agricultural resource land of long-term commercial significance. This finding is based on the fact that agricultural lands in this region are primarily utilized as pasture for animal raising and very few of these operations are commercially viable. The region does, however, contain several large farms which have significant impact on the rural character and aesthetics of the region. These properties should be targeted for transfer or purchase of development rights programs. The Port Angeles watershed characterization report identified eighty-five (85) farms exceeding twenty (20) acres in size covering nearly 2,000 acres. Policies should encourage the conservation of land put to productive use.

CCC 33.35.015 Type of Amendments

(2) Type B revisions to the development standards or other provisions of this title that do not require a change to the comprehensive plan, including the official comprehensive plan and zoning map, shall be considered a Type B amendment. Type B amendments include correcting errors, clarifying, or revising development standards, and adopting new development standards that are consistent with and implement the comprehensive plan. Type B amendments may be initiated at any time and only by the Board of Clallam County Commissioners, Clallam County Planning Commission, or the Administrator.

Revised Code of Washington

RCW 36.70A.030 Definitions

(6) "Agricultural land" means land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, Christmas trees not subject to the excise tax imposed by *RCW 84.33.100 through 84.33.140, finfish in upland hatcheries, or livestock, and that has long-term commercial significance for agricultural production.

(23) "Long-term commercial significance" includes the growing capacity, productivity, and soil composition of the land for long-term commercial production, in consideration with the land's proximity to population areas, and the possibility of more intense uses of the land.

RCW 36.70A.177 Agricultural lands—Innovative zoning techniques—Accessory uses.

- (1) A county or a city may use a variety of innovative zoning techniques in areas designated as agricultural lands of long-term commercial significance under RCW 36.70A.170. The innovative zoning techniques should be designed to conserve agricultural lands and encourage the agricultural economy. Except as provided in subsection (3) of this section, a county or city should encourage nonagricultural uses to be limited to lands with poor soils or otherwise not suitable for agricultural purposes.
- (2) Innovative zoning techniques a county or city may consider include, but are not limited to:
- (a) Agricultural zoning, which limits the density of development and restricts or prohibits nonfarm uses of agricultural land and may allow accessory uses, including nonagricultural accessory uses and activities, that support, promote, or sustain agricultural operations and production, as provided in subsection (3) of this section;
 - (b) Cluster zoning, which allows new development on one portion of the land, leaving the remainder in agricultural or open space uses;
 - (c) Large lot zoning, which establishes as a minimum lot size the amount of land necessary to achieve a successful farming practice;
 - (d) Quarter/quarter zoning, which permits one residential dwelling on a one-acre minimum lot for each one-sixteenth of a section of land; and
 - (e) Sliding scale zoning, which allows the number of lots for single-family residential purposes with a minimum lot size of one acre to increase inversely as the size of the total acreage increases.
- (3) Accessory uses allowed under subsection (2)(a) of this section shall comply with the following:
- (a) Accessory uses shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the property and neighboring properties, and shall comply with the requirements of this chapter;
 - (b) Accessory uses may include:
 - (i) Agricultural accessory uses and activities, including but not limited to the storage, distribution, and marketing of regional agricultural products from one or more producers, agriculturally related experiences, or the production, marketing, and distribution of value-added agricultural products, including support services that facilitate these activities; and
 - (ii) Nonagricultural accessory uses and activities as long as they are consistent with the size, scale, and intensity of the existing agricultural use of the property and the existing buildings on the site. Nonagricultural accessory uses and activities, including new buildings, parking, or supportive uses, shall not be located outside the general area already developed for buildings and residential uses and shall not otherwise convert more than one acre of agricultural land to nonagricultural uses; and

(c) Counties and cities have the authority to limit or exclude accessory uses otherwise authorized in this subsection (3) in areas designated as agricultural lands of long-term commercial significance.

(4) This section shall not be interpreted to limit agricultural production on designated agricultural lands.

State Environmental Policy Act (SEPA) WAC 197-11
DETERMINATION OF NON-SIGNIFICANCE (DNS)

Applicant: Clallam County
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles, WA 98362-3000

Representative: Clallam County
Department of Community Development
Holden A. Fleming, Chief Deputy Director
223 East 4th Street, Suite 5
Port Angeles, WA 98362-3000

Project Number: Development Regulation Adoption (Agricultural Accessory Uses)

Proposed Amendment to Clallam County Zoning Ordinance: The proposed action is to create prescriptive standards to enable the following types of agricultural accessory activities to take place within the rural and resource zones of Clallam County when and where permitted agricultural activities are taking place.

- (1) Temporary onsite retail stands
- (2) Onsite agricultural retail stores
- (3) Onsite commercial greenhouse or nursery
- (4) Farmers' Markets
- (5) U-pick sales to the public
- (6) Tours of the agricultural operations.
- (7) Work stays
- (8) Other farm dependent accessory activities

Location of proposal: Clallam County

Lead Agency: Clallam County is the lead agency for this non-project proposal and has determined that this proposal is not categorically exempt from SEPA. Clallam County, as the lead agency has also determined that the non-project proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2) (c). This decision was made after reviewing a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request at the office of the Responsible Official as listed herein.

This Determination of Non-Significance (DNS) is issued under WAC 197-11-355.
Comments must be submitted by May 3, 2024.

Staff Contact:

Holden A. Fleming, Chief Deputy Director, (360) 565-2616

Responsible Official:

Bruce Emery, Director
Department of Community Development
223 E. 4th Street, Suite 5, Port Angeles, WA 98362

Issuance Date:

April 19, 2024

Signature:



Bruce Emery, Director
Clallam County Department of
Community Development

This may be the only opportunity to comment on the environmental impacts of the proposal. Unless the Responsible Official withdraws the threshold determination pursuant to WAC 197-11-340(3) (a), the threshold determination shall be final at the end of the comment period. Agencies and interested parties will be notified if the threshold determination is withdrawn. Within 14 days of the Clallam County Board of Commissioners decision on the underlying Comprehensive Plan Amendment/Rezone, the permit decision and the final threshold determination may be appealed to the Superior Court. Contact the Planning Division for SEPA appeal procedures.

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements -that do not contribute meaningfully to the analysis of the proposal.

COUNTY RESPONSES IN BLUE.

A. Background

1. Name of proposed project, if applicable: Clallam County Adoption of Prescriptive Standards for Agricultural Accessory Uses in Rural & Resource Zones.
2. Name of applicant: Clallam County Department of Community Development (DCD)
3. Address and phone number of applicant and contact person:
Clallam County DCD
223 E. 4th Street, Suite 5
Port Angeles, WA 98368
(360) 565-2616
Greg Ballard, Project Planner
4. Date checklist prepared: April 17, 2024
5. Agency requesting checklist: Clallam County DCD is the lead agency for this proposal.
6. Proposed timing or schedule (including phasing, if applicable): This proposal has been scheduled for a Public Hearing before the Planning Commission (PC) on May 15, 2024. The PC will make a recommendation to the Clallam County Board of County Commissioners (BOCC). The BOCC will hold an open public hearing prior to its adoption of the proposed amendments to Development Regulations pertaining to agricultural accessory uses.
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. Any future updates would take place after the required periodic update of Clallam County's Comprehensive Plan scheduled to be completed prior to December 2025.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
 - a. Final Environmental Impact Statement (FEIS) for the adoption of the Clallam County Comprehensive Plan and Regional Comprehensive Plans.
 - b. Consolidate Development Permit Process (Title 26.10) Adopted by Ordinance 632 and amendments.
 - c. Zoning Ordinance (Title 33) adopted by Ordinance 581 on December 19, 1995 and amendments.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. No
10. List any government approvals or permits that will be needed for your proposal, if known. Proposed amendments to the Development Regulations will be filed with the WA State Department of Commerce as a part of the 60 Day Notice To Commerce.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

This is a Non-Project Action for modifying Development Regulations pertaining to accessory activities associated with permitted agricultural activities in rural & resource zones in Clallam County.

This Non-Project Action specifically seeks to create prescriptive standards for the following agricultural accessory uses:

- (1) Temporary onsite retail stands
- (2) Onsite agricultural retail stores
- (3) Onsite commercial greenhouse or nursery
- (4) Farmers' Markets
- (5) U-pick sales to the public
- (6) Tours of the agricultural operations.
- (7) Work stays
- (8) Other farm dependent accessory activities

A copy of the proposed modifications are attached.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. This proposal would apply throughout Clallam County in all rural and resource zones.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. General description of the site: This Non-Project Action would apply to all terrains and soil types in rural and resource zones where agricultural activities are permitted.

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other All

- b. What is the steepest slope on the site (approximate percent slope)? 0 to 100%
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. All Soil Types
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. N/A to non-project action
- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. N/A to non-project action
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. Erosion could occur from activities regulated under this proposed amendment to the Development Regulations. The County's Critical Areas Ordinance (Ch. 27.12 CCC) would be in effect anywhere the site contains critical areas.
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? N/A to non-project action
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: N/A to Non-Project Action.

2. Air

- i. a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known: N/A to non-project action
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. Emission are from land uses in the county, cities, & tribes. This should not affect agricultural accessory uses regulated under this proposal.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: N/A to non-project action

3. Water

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Yes there are AHCA & Wetlands located throughout the county that could be located within 200 feet of existing agricultural activities and by extension the accessory activities that would be regulated through this amendment.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. Yes however no specifics are available for this non-project action.
- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected.
Indicate the source of fill material. N/A to this non-project action.
- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. No.
- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. Yes some lands associated with agricultural activities are located within the 100 year floodplain.
- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. No.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. N/A to non-project action.
- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. There is potential for sewage to be generated from the activities regulated through this amendment. Any sewage generated would be addressed utilizing existing county permits & policies.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. N/A to non-project action.

2) Could waste materials enter ground or surface waters? If so, generally describe. N/A to non-project action.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. N/A to non-project action.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: N/A to non-project action.

4. Plants

a. Check the types of vegetation found on the site: All types for this non-project action.

___deciduous tree: alder, maple, aspen, other

___evergreen tree: fir, cedar, pine, other

___shrubs

___grass

___pasture

___crop or grain

___ Orchards, vineyards or other permanent crops.

___ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

___water plants: water lily, eelgrass, milfoil, other

___other types of vegetation

b. What kind and amount of vegetation will be removed or altered? All vegetation type could be altered or removed by agricultural accessory activities.

c. List threatened and endangered species known to be on or near the site. There may be all ESA listed plants that exist in Clallam County located within this non-project action.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: There are landscaping requirements associated with this amendment which would require naturally vegetated buffers, in line with existing county policies, in certain circumstances.

e. List all noxious weeds and invasive species known to be on or near the site. There may be all noxious weed and invasive species located in Clallam County within this non-project action.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. There may be all animals that exist in Clallam County located within this non-project action.

Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site. There may be all ESA listed wildlife (i.e. animals, fish, birds, reptiles, amphibians, etc.) that exist in Clallam County located within this non-project action.

c. Is the site part of a migration route? If so, explain. Rural & resource Zones in Clallam County may be located in a migration route.

d. Proposed measures to preserve or enhance wildlife, if any: N/A to non-project action.

e. List any invasive animal species known to be on or near the site. There may be all invasive animal species located within Clallam County in this non-project action.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. All energy types may be utilized for agricultural accessory uses regulated by this proposed amendment.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. This proposal would not impact solar energy being used on adjacent properties.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: N/A for this non-project action.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. N/A to non-project action.

1) Describe any known or possible contamination at the site from present or past uses. N/A for this non-project action.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas

transmission pipelines located within the project area and in the vicinity. N/A for this non-project action.

Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. N/A to non-project action.

- 3) Describe special emergency services that might be required. N/A for this non-project action.

Proposed measures to reduce or control environmental health hazards, if any: N/A to non-project action.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? All noises associated with permitted and conditional permitted activities in rural & resource zones in Clallam County

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)?
Indicate what hours noise would come from the site. Noise generated from this amendment would be consistent with noises generated by small crowds and or vehicle traffic generated by the proposed agricultural accessory uses.

- 3) Proposed measures to reduce or control noise impacts, if any: Prescriptive standards have been developed to limit hours of operation and or locations of accessory activities. To reduce or limit noise impacts to those associated with the underlying allowed use.

8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. This proposal is limited to resource and rural zones where existing agricultural activities are taking place. This proposal should not impact the adjacent land use more than existing conditions. All agricultural accessory activities will be required to meet prescriptive standards specific to the type of use being proposed.
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? This proposal is reliant on existing and ongoing agricultural activities and will help to limit the conversion of farmland or resource lands to other incompatible uses.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: See above & N/A for this non-project action.
- c. Describe any structures on the site. N/A for this non-project action.
- d. Will any structures be demolished? If so, what? N/A for this non-project action.
- e. What is the current zoning classification of the site? Rural & Resource Zones.
- f. What is the current comprehensive plan designation of the site? Agricultural accessory activities may occur within any comprehensive plan designation in Clallam County. New MRL and MRL0D are not permitted within UGA.
- g. If applicable, what is the current shoreline master program designation of the site? Agricultural accessory activities would be subject to the Clallam County Shoreline Master Program in effect when the activity is proposed.
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. Many areas within Clallam County have been designated as critical areas. Said critical areas are regulated through CCC 27.12. Any agricultural accessory activity would be required to meet the requirements of CCC 27.12.
- i. Approximately how many people would reside or work in the completed project? N/A to this non-project action.
- j. Approximately how many people would the completed project displace? None.
- k. Proposed measures to avoid or reduce displacement impacts, if any: N/A to this non-project action.
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: As a "type B" amendment, this project is intended to align development regulations with the comprehensive plan.
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: See Section 8(b) above.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. N/A to this non-project action.
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. N/A to this non-project action.

c. Proposed measures to reduce or control housing impacts, if any: N/A to this non-project action.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? N/A to this non-project action.

b. What views in the immediate vicinity would be altered or obstructed? N/A to this non-project action.

Proposed measures to reduce or control aesthetic impacts, if any: The proposed development regulations have limited landscaping requirements.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? As an accessory use, any light or glare produced would be associated with the primary agricultural use on the property.

b. Could light or glare from the finished project be a safety hazard or interfere with views? N/A to this non-project action.

c. What existing off-site sources of light or glare may affect your proposal? Light and glare from the adjacent variety of land uses found in rural and resource zones.

d. Proposed measures to reduce or control light and glare impacts, if any: The proposed development regulations incorporate hours of operation requirements that would reduce or help control any light or glare being produced. Existing County regulations related to light and glare would also apply.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? All designated and informal recreation opportunities may exist within rural and resource zones in Clallam County.

b. Would the proposed project displace any existing recreational uses? If so, describe. This non-project action should not displace any existing recreation uses.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A to this non-project action.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. There may be historic structures or sites located within the rural and resource zones of Clallam County.
- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. There are likely landmarks, features, or other evidence of Indian or historic use or occupation found in the rural and resource zones of Clallam County. This non-project action should not impact historic and cultural preservation.
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. This non-project action should not increase the impacts cultural and historic resources over the existing regulations.
- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. See Above

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. There are highways, county, and private roads located within the rural and resource zones of Clallam County. As a development regulation limited in applicability to a specific type of accessory use, this non-project action should not change how existing transportation system are utilized.
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? N/A to this non-project action.
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? N/A for this non-project action.
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). This non-project action should not require any new or improvements to the existing transportation system.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. This non-project action should not require any new or improvements to the existing transportation system.
- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? N/A for this non-project action.
- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. This non-project action should not impact the movement of resources uses, which include mineral resources, agricultural, or forestry products.
- h. Proposed measures to reduce or control transportation impacts, if any: As a development regulation targeting accessory use, transportation impacts would be limited primarily by the underlying allowed agricultural use of the zone.

15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. This non-project action should not result in a need for increased public services.
- b. Proposed measures to reduce or control direct impacts on public services, if any. None required for this non-project action.

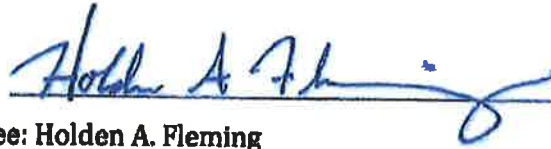
16. Utilities

- a. Circle utilities currently available at the site: All of these utilities may be available for this non-project action that applies throughout Clallam County within rural & resource zones.
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. Not applicable to this non-project action.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:

A handwritten signature in blue ink, appearing to read "Holden A. Fleming", written over a horizontal line.

Name of signee: Holden A. Fleming

Position and Agency/Organization Clallam County Chief Deputy Director, DCD

Date Submitted: 4/17/2024

D. supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or faster rate than if the proposal was not implemented. Respond briefly and in general terms. The questions on this attachment have been summarized as "topics of concern" for purposes of the chart found below.

Topic of concern	County response
Discharges to Water	See §B.3 above at pages
Emissions to Air	See §B.2 above at page
Production, storage or release of toxic or hazardous substances	See §B.7 above at pages
Noise	See §B.7b above
Plants	See §B.4 above
Animals	See §B.5 above
Fish or marine life	See response to "Animals" immediately above.
Impact, if any, on protecting or conserving energy or natural resources	This non-project action is not intended to conserve/protect energy resources.
Impacts to environmentally sensitive areas such as parks, wilderness	See all of Section B.
Impacts to existing land use and shoreline use patterns	See §B.8 above
Demands on transportation	See §B.14 above

infrastructure	
Possible conflicts with federal, state and local rules enacted for the protection of the environment	See all of Section B.

END OF DOCUMENT



LGA

AGENDA ITEM SUMMARY

JUN 11 2024

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: June 3, 2024**

REGULAR AGENDA ☒ **Meeting Date: June 11, 2024**

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 101-24-008 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Sole Source/Bid Waiver |

Documents exempt from public disclosure attached: ☐

Executive summary: The Olympic Adventure Trail (OAT) – Whiskey Creek Bridge Replacement Project is located near Milepost 18 along the approximately 25-mile trail OAT route. The mostly single-track, natural tread OAT route traverses state forest land in the Olympic foothill area that begins at the trailhead just west of the SR 112 Elwha River Bridge and connects to the Olympic Discovery Trail (ODT)-Spruce Railroad Trail segment in Olympic National Park.

The existing trail bridge which collapsed in late-April consisted of a single log bridge crossing with a narrow deck and railings built on top of the log. The log crossing when functional was limited to hiker and biker traffic and not suitable for equestrian use. Plans for replacement of the log bridge were already in progress, but the recent sudden failure of the structure has resulted in an accelerated timeline.

Alignment and structural dimensions have been chosen for a new fiberglass bridge type. The structure must be 60' long and 6' wide to span the stream at adequate height above the channel and to support all trail users, including equestrians.

The project site is approximately 1.5-mile from the nearest access point. The narrow, natural surface trail corridor will not allow for transport or installation of bridge materials by larger equipment. Fish and wildlife protection standards further limit bridge construction activities in this riparian corridor. These challenges are the reason a fiberglass bridge type that is light enough to be carried in segments to the site was selected. The desired maximum weight of any segment is 150 lbs or less.

Fish protection standards require the new bridge to be installed during narrow fish construction window between July 15 and September 15. To assemble the bridge before the fish window ends, it is critical that the structure arrives no later than August 23rd, with August 15th being the desired

* 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)

delivery date. Failure to meet fish window time restrictions means bridge replacement will be delayed a year impacting trail users.

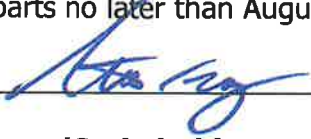
Three vendors were contacted who are known to supply bridges of this structure type and specifications outlined above. Of the three, two of them have fabrication timelines of 12 weeks, on top of document review timelines between 2-4 weeks. If the county went to bid, this would put delivery of the structures outside the fish window. Only one supplier currently has materials on hand and has indicated they can deliver the bridge materials by August 23.

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?** ☐

Purchase of the bridge structure and related materials is supported by 2024 Clallam County Lodging Tax Grant.

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

Approve the waiver of bid requirement due to sole provider ability to meet specifications and deliver the bridge structure components and related parts no later than August 23.

County Official signature & print name:  _____

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Steve Gray & Jesse Goodman, Public Works

Date submitted: May 29, 2024

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



**REQUEST FOR WAIVER OF
BID/RFP/QUOTE REQUIREMENT**

Department: Public Works

Date: May 29, 2024

Contract Number: 101-24-008

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: 60 foot long X 6-foot wide fiber reinforced polymer (FRP) Truss Bridge Kit (without decking & mid-rails).

Cost of Purchase: \$ 75,803 (INCLUDING TAX AND DELIVERY)

Vendor to be Awarded Contract:

Arete Structures

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

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

101-24-008

May 29, 2024

Areté Structures, LLC

7668 Valley Blvd.
PO Box 745
Blowing Rock, NC 28605
828-434-0587

QUOTE / CONTRACT: 1693

PROJECT: 60-ft X 6-ft FRP Pedestrian Truss Kit

CLIENT:

Jesse Goodman
Clallam County Public Works
223 E 4th St, Port Angeles, WA 98362
(360) 417-2530 jesse.goodman@clallamcountywa.gov

Areté Structures, LLC is pleased to provide the following quote for the fabrication and delivery of the below listed fiber reinforced polymer (FRP) pedestrian bridge kit. Arété Structures is a small veteran owned business. Strongwell Corp. manufactures all our FRP materials and is ISO 9001 certified. Strongwell has been manufacturing pultruded products since 1956 and bridge components since 2001.

Note: Due to current disruptions in the national and global supply chains, prices are subject to change if this contract, the down payment and the signed general arrangements are not returned to us in less than 30 days of the date listed above.

DESIGN SPECIFICATIONS:

- Allowable Stress Design Method (ASD) _____ Safety Factor of 3
- Pedestrian Live Load _____ 85 PSF
- Wind Load _____ 35 PSF
- Snow Load _____ 40 PSF

BRIDGE STRUCTURE SPECIFICATIONS:

- Bridge Design _____ Fiberglass Truss Design
- FRP Structural Shapes _____ Strongwell EXTREN® 500 Series
- End of Bridge _____ Sloped-Ends
- Rail Height _____ 54-in Min. Rail Height
- Truss Hardware _____ Hot-Dipped Galvanized ASTM A307 Steel Hardware
- Standard Color _____ Olive Green

Any other color request after receipt of signed proposal will void this contract & require a requote

- Bridge Width is Measured at the Deck Level (see Figure on 2nd Page)
- Positive CNC Fabricated Mechanical Camber
- Aluminum Angle Mounting Clips (For Abutment Attachment)
- Decking Options **(not included in summary cost, choices below):**
 - FRP Decking – 24-in or 12-in Wide Saplank FRP Non-Skid Decking
 - Timber – 3-in x 12-in or 2-in x 12-in #1 Pressure-Treated Southern Yellow Pine Wood Decking
 - FRP Grating -I4000 1-in High Non-Skid Premium FRP Grating

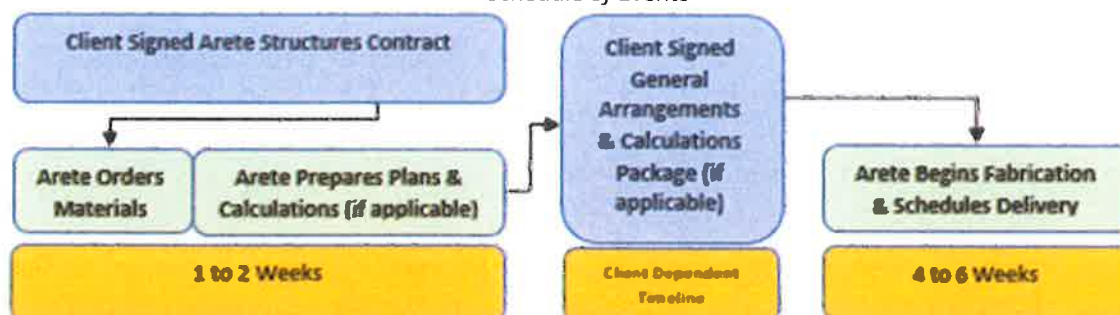
Initial:

- Horizontal Safety FRP Mid-Rails **(not included in summary cost, choices below)**:
 - Max. 4-in Opening
 - Max. 6-in Opening
 - No Railing - Customer Supplied

FABRICATION AND DELIVERY:

- Fabrication begins once client has:
 - Signed Areté Structures Contract
 - Signed Copy of the General Arrangements & Calculation Package (if applicable)
- The bridge kit(s) will be delivered four to six weeks after the above steps have been completed.
- The field assembly plans will be delivered via email prior to delivery of bridge kit(s).
- The delivery driver will contact the project manager two (2) days in advance of delivery.
- The bridge kit(s) will be delivered to an address which is accessible to a full-sized tractor trailer.
- If the customer is not ready to receive the bridge kit(s) within 2 weeks of project completion, a monthly storage fee of \$250 per bridge will be billed monthly.
- Delivery may be delayed or rescheduled due to the occurrence of unforeseen situations that may arise and be out of our control.
- Delivery charge may vary due to unforeseen situations that may arise and be out of our control.

Schedule of Events



PRICE:

- (1) FRP Truss Bridge Kit *without Decking & Mid-Rails*: 60-ft Long X 6-ft Wide **\$ 55,100**
- (2) Estimate Delivery to: Port Angeles, WA **\$ 14,700**

Additional Options		Additional Cost	Initial to Accept Option
DECKING	FRP Safplank Interlocking Decking w/ hardware (24" wide planks)	\$12,040	
	Timber Decking No. 1 Treated Southern Yellow Pine (3" x 12") w/ hardware (For Equestrian & Vehicle Loading)	\$6,050	
	Heavy Duty Dyna Plank, 1.88" Deep, 10 ½" Wide, Dark Grey Grit (For Vehicle Loading)	\$15,950	
	Timber Running Planks, Treated Southern Yellow Pine (2" x12") w/ hardware	\$4,140	
	Premium FRP Grating w/ hardware	\$13,650	
RAIL	Horizontal Safety FRP Mid-Rails - Max. 4-in Opening	\$5,060	
	Horizontal Safety FRP Mid-Rails - Max. 6-in Opening	\$4,330	
	Sloped End Sections	INCLUDED	
	Rail Height – 54-in Minimum (Recommended for Equestrian)	INCLUDED	
OTHER	Slate Gray, Flame Retardant Additive (EXTREN® 525 Series FRP)	\$11,130	
	Stainless Steel Hardware	\$5,370	
	Safety Factor of 4 (per ASSHTO)	\$2,250	
	Calculation Package	\$1,500	
	Stamped Plans	INCLUDED	

Delivery To:	
--------------	--

Total Amount: \$ _____

(Sum of lines 1 & 2 and additional options requested)

If paid by credit card, an additional 3% convenience fee shall be added to the above total. Add 6.75% Sales Tax if bridge is located in NC.

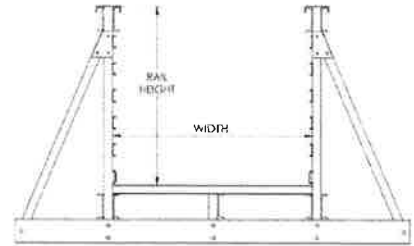
Signature to Accept: _____



Safplank Interlocking Decking



FRP Premium Grating



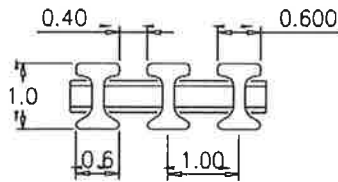
Bridge Rail /Width Dimensions



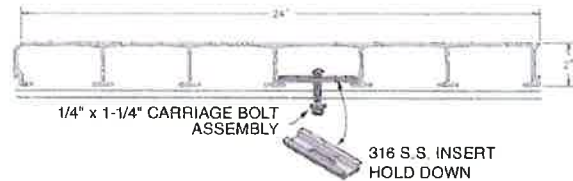
Southern Yellow Pine Decking



**FRP Bridge with Sloped End Sections
& Customer Supplied Timber Horizontal Rails**



Profile FRP Grating -I4000 1-in High Non-Skid Grating



Profile FRP Interlocking Decking – 24-in or 12-in Wide Premium FRP Safplank FRP Non-Skid Decking

TERMS & CONDITIONS:

100% due within 30 days of bridge delivery date. Quote is valid for 30 days.

To order, customer shall return this signed Quote within 30 days of the date on page 1. Areté Structures will schedule fabrication upon receipt of the signed and approved general arrangement drawings. Lead-times are approximately four to six weeks from receipt of signed and approved drawings. Lead-times may be subject to material availability. A purchase order will be accepted once this quote letter has been signed, dated, and returned. A final payment invoice of 100% will be issued upon delivery of the bridge, this final payment is due within 30 days. If client fails to make payment within 30 days after receipt of invoice, interest at an annual rate of 18% shall accrue.

Upon delivery the client shall sign off on Bill of lading. In the event that parts are requested after delivery and customer bill of lading sign off, charges for the requested hardware and delivery will be changed to the client.

ASSUMPTIONS:

These costs **DO NOT** include the following items:

- Permitting
- Anchor Bolts and design of anchor bolts
- Any Local, State, or Federal Sales Tax
- Construction Oversight and/or Inspection
- Site survey, Site Visits, or Geotechnical Evaluations
- Unloading & Installation of the Prefabricated Bridge
- The Design, Construction, and Material for the Abutments or Bridge Approach

Initial:

- Areté Structures is a bridge supplier of prefabricated bridge kits. Areté Structures is not a sub-contractor, nor is it licensed or insured to provide construction services. Areté Structures will not be party to sub-contractor agreements.
- Areté Structures will not sign or enter into Interim Release or other legal forms other than this contract.

All engineering services are contracted to and provided by Areté Engineers, PLLC or another licensed engineering firm.

WARRANTY:

Areté Structures, LLC / Strongwell Corporation warrants the structural integrity of the fiber reinforced polymer components and the Goods, and any manufactured components by Strongwell will be free from Structural defects in material or workmanship for the warranty period of 15 years. The foregoing warranty shall not apply if the Goods have been subject to improper storage, accident, misuse, or unauthorized modifications or alterations, or have not been installed, operated, and maintained in accordance with the procedures approved by Areté Structures LLC or to any components manufactured by the customer or a third party not approved by Areté Structures LLC.

Thank you for the opportunity to provide this quote. Please feel free to contact me with any questions regarding the contents of this quote at (828) 572-8792 or adam@aretestructures.com.

Sincerely,

Adam Felmlee
Areté Structures, LLC

Proposal Acceptance:

Please sign, date, and initial all pages of this quote and return to Areté Structures, LLC to serve as the legally binding contract for the product(s) listed above. By signing this document, you agree to the Terms and Condition and Pricing set forth above.

Signature

Date

Mike French, Chair
Please Print Name
Board of Clallam County Commissioners

Approved as to form only by

Bert Dee Boughton
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



AGENDA ITEM SUMMARY

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

SA
6/11/24

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 6/10/24

REGULAR AGENDA ☒ **Meeting Date:** 6/11/24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on June 25, 2024.

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

See attached form(s).

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

Approve the attached notice of supplemental appropriations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will consider by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on June 25, 2024 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Sheriff – Operations – Additional funding from Washington State Department of Commerce for programs supporting STOP (Services, Training, Officers, and Prosecutors) Violence Against Women to be used for deputies to participate in approve classes in support of the grant mission/\$4,000

Auditor – Additional funding for Security Services from Norpoint Protective Services for the Elections Division from July – December 2024/\$43,780

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

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: June 11, 2024

Mike French, Chair

Publish: June 15 and 22, 2024

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 5/31/24 ✓

Budget Hearing/Meeting Date: 6/25/24 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

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

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff – Operations ✓	33316.58.2020 ✓	STOP Grant ✓	4,000 ✓
Total				4,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff – Operations ✓	52122.43.0023	Travel/Training <i>PATROL</i>	4,000 ✓
Total				4,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

As an amendment to our current STOP Violence Against Women grant from WA State Commerce, the Sheriff's Office has received an additional \$4,000 of training funds for deputies to participate in approved classes in support of the grant mission. The salary costs of those deputies while at training is reported as match to the grant. The program period is unchanged and remains as January through December, 2024.

County Official Approval: _____

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

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: May 31, 2024 ✓

Budget Hearing/Meeting Date: June 25, 2024 ✓

- X **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.221 ✓	Budget Name	Auditor ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.221 ✓	AUDITOR	33400.30.0021	SOS Information Security ✓	43,780
Total				43,780 ✓

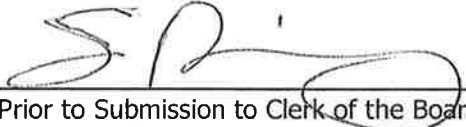
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.221 ✓	Auditor ✓	51440.41.1030 ✓	Personnel Services ✓	43,780
Total				43,780 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding for Auditor's Office – Elections Division for Security Services from Norpoint Protective Services, July – December 2024. Funding will be fully reimbursed from the Office of the Secretary of State's Office through their Information Security Funds for Elections.

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





AGENDA ITEM SUMMARY

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

es
@ 1:30pm
JUN 11 2024

Department: PAO

Executive Session ☒ Meeting Date: June 11, 2024 at 1:30 p.m.

Item summary:

☒ Other – Executive Session

Executive summary:

The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held at 1:30 p.m., Tuesday, June 11, 2024 in the Commissioner's Board Room, 223 East 4th Street, Port Angeles, Room 160.

The purpose of the special meeting is to facilitate an Executive Session with the Prosecuting Attorney's Office, per RCW 42.30.110. No virtual option will be available.

The Executive Session is to discuss the following item(s):

- ☐ The purchase or sale of real estate
- ☐ Evaluate the qualifications of an applicant for public employment, or to review the performance of a public employee
- ☒ Agency matters relating to agency enforcement actions, or 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...
- ☐ Collective bargaining...during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress. (RCW 42.30.140)

The Board of County Commissioners will take no action while in Executive Session but reserves the right to take action at the conclusion of the Executive Session once it is back in open session.

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?)
Executive Session to discuss litigation – Opioid.

County Official signature & print name:  Dee Boughton, PAO

Name of Relevant Department/Employee/Stakeholder attending meeting: Board of Commissioners, Prosecuting Attorney's Office, Health and Human Services, Finance Department

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

Executive Session litigation Opioid 6-11-24
Revised: 3-04-2019