WORK SESSION AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Monday, June 6, 2022 – 8:00 a.m.

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

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

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

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

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

Modification

Modification

Administration – 9 a.m.

1. Calendar/Correspondence

2. Pre-application questionnaire with Office of Crime Victim Advocacy for Victim Witness Assistance

   Pre-application questionnaire

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

   Contract amendment A

4. Agreement with Washington State Military Department for All Hazards Alert Broadcast Siren

   Agreement

5. Postponed: Discussion regarding implementation of retention incentives for entry and lateral Patrol Deputy and Corrections Deputy hires

   Discussion

   Modification

Board of Commissioners

6. Resolution appointing Leslie Bond to the Housing Solutions Committee

Resolution

7. Resolution appointing Charla Wright to the Olympic Area Agency on Aging O3A

Resolution

8. Resolution appointing Vanessa Castle to the Conservation Futures Program Advisory Board

Resolution

9. Housing Solutions Committee leadership discussion and next steps

Discussion and Next Steps

10. Washington State Association of Counties Legislative Steering Committee Workshop discussion and next steps

Discussion and Next Steps

11. Briefing and notice of hearing to be held Tuesday, June 28, 2022 at 10:30 a.m. regarding 2 Ordinances extending the duration of the water system franchises held by Washington Water Service Company – Elizabeth Lane and Sunshine Acres

Briefing and notice for hearing

Budget

12. Review the "How Did We Do" reports comparing each month's actual performance against the 2022 Annual Budget

Review

EXECUTIVE SESSION

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

General Discussion/Items for Future Agendas

A. Forestry Conversion Ordinance (June 13)

B. Current Use Assessment Resolution (June 13)

C. YMCA funding request discussion (June 13)

D. Peninsula Housing Authority funding request discussion (June 13)

E. Continued Work Session – Cancelled (June 13)

F. Rural Development Initiatives, Inc. update (June 27)

G. Department of Natural Resources Meeting (June 27 at 1 p.m.)

H. Continued Work Session – Cancelled (July 11)

I. Small Business Development Center update (August 1)

J. Continued Work Session – Topic TBD (August 8 at 1 p.m.)

K. Department of Natural Resources Meeting (August 22 at 1 p.m.)

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

M E M O R A N D U M

LONI GORES
Clerk of the Board

June 2, 2022

TO: **Board of Commissioners, Administrator Sill**

RE: **Agenda Modification(s)**

FILE: **A14.09.18**

- The following item has been postponed on the June 6, 2022 work session agenda:

ADMINISTRATION

5 Discussion regarding implementation of retention incentives for entry and lateral Patrol Deputy and Corrections Deputy hires

AGENDA ITEM SUMMARY

2
6/6/22

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

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date: June 6, 2022**

REGULAR AGENDA ☐ **Meeting Date: none needed**

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

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☒ Other: Grant Application Approval

Documents exempt from public disclosure attached: ☐

Executive summary:
Approval requested for application to the Office of Crime Victim Advocacy for funding provided through the Victim Witness Assistance Grant Program. This grant will fund nearly 70% of the salary and benefits of our Victim Witness Coordinator and is an invaluable resource for our office. There are no match requirements and funds must be used to maintain and enhance the service our office provides to victims and witnesses of crimes.

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?** ☐

Revenues and expenditures have already been factored into the 2022 budget, so no changes are expected.

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

Approval of application request by County Administrator. Application deadline is June 10, 2022.

County Official signature & print name: Mark Nichols Mark Nichols

Name of Employee/Stakeholder attending meeting: Christi Wojnowski

Relevant Departments: Prosecuting Attorney's Office

Date submitted: May 31, 2022

Clallam County
Grant Application Information

DEPARTMENT: **Prosecuting Attorney's Office** DATE SUBMITTED TO W/S: **6/06/2022**

GRANT NAME: **Victim Witness Assistance** APPLICATION DEADLINE: **6/10/2021**

ISSUING AGENCY: **Office of Crime Victim Advocacy** IS THIS A RENEWAL? **Yes**

LENGTH OF GRANT: **12 Months** RENEWAL POSSIBLE? **Yes**

TOTAL AWARD: **$62,230.00** ANNUAL AMOUNT: **$62,230.00**

MATCH REQUIRED? **No** MATCH AMOUNT: **0.00**

DESCRIPTION OF GRANT AND PURPOSE:
To provide assistance to victims of crime with regards to the prosecution process.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:
This grant provides funding for a liaison to be available to victims of crime, which assists in holding defendants accountable for their crimes.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?
Yes

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?
The grant will allow for continued service. If the grant were not available, the services might not be provided once current funds in account were depleted.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?
Measurements are determined by the state and/or federal agencies that are providing the funding. There are quarterly reporting requirements that report the statistical data that is required for the funding.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?
No. The service provided through these grants funds was not available prior to the original grant that was received over 10 years ago.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?
There are no matches required of this grant.

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

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

No. This grant is currently expected to fund nearly 70% of the full-time Victim Witness Coordinator position serving victims of the most serious cases in our felony division. We anticipate the continuance of this grant for future years, and will use a combination of grants and/or monies in the Local Crime Victim Comp fund to cover this position.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes. Required reporting is completed by the Victim Witness Coordinator with grant oversight provided by the Office Manager. The financial aspect of the grant including reimbursement requests and deposits, as well as application for annual funding, currently lies with the Office Manager.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

We would not be able to provide assistance to the victims of crime. Victims would need to seek advocacy services from outside agencies and would not have the direct prosecution process support that they are currently receiving.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

This grant will be providing direct funding for nearly 70% of the salary and benefits of the Victim Witness Coordinator serving victims of our most serious cases in the felony division.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

No

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

None. The revenues and expenditures are already in the budget for 2022. The 2022-2023 Victim Witness Assistance Grant will be built into the 2023 county budget when that process begins.

OTHER COMMENTS

This has been an on-going grant that covers the state's fiscal year of July 1st - June 30th.

Mark Mitchell

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

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

AGENDA ITEM SUMMARY

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

3
6/6/22

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date: June 6, 2022**

REGULAR AGENDA ☒ **Meeting Date: June 14 2022**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU 117.21.001 Amendment A

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other:

Documents exempt from public disclosure attached: ☐

Executive summary:
A recent legislation fix has removed the match requirements for our Victim Witness Assistance grant. This impacts the current grant that ends June 30, 2022.

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

None

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

Electronic signature on face sheet. Electronic access will be provided via email.

County Official signature & print name: Mark Nichols Mark Nichols

Name of Employee/Stakeholder attending meeting: Mark Nichols or Christi Wojnowski

Relevant Departments: Prosecuting Attorney's Office

Date submitted: June 1, 2022

117.21.001
Amendment A

Amendment

Commerce Grant Amendment Face Sheet

Grant Number: 22-31101-504
Amendment Number: A

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
SFY 2022 Victim/Witness Assistance Grant

1. Grantee CLALLAM, COUNTY OF 223 E 4TH ST STE 3 PORT ANGELES WA 98362	**2. Grantee Doing Business As (optional)** Clallam County Prosecuting Attorney's Office
3. Grantee Representative (only if updated)	**4. COMMERCE Representative (only if updated)**

5. Original Grant Amount $62,230.00	**6. Amendment Amount**	**7. New Grant Amount** $62,230.00
8. Amendment Funding Source **Federal:** ☒ **State:** ☐ **Other:** ☐ **N/A:** ☐	**9. Amend. Effective Date** 03/01/2022	**10. End Date** 06/30/2022

11. Federal Funds (as applicable) $21,131.00	**Federal Agency:** Department of Justice, Office for Victims of Crime	**CFDA Number:** 16.575	**Indirect Rate (if applicable):**

12. SWV # SWV0000200-12	**13. UBI #** 601639015	**14. DUNS #** 075739235

15. Amendment Purpose

To reduce the match requirement on this grant.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget; Attachment C –Equal Employment Opportunity Plan Certification; Attachment D - Victims of Crime Act (VOCA) Program Rule; and Grantee's Original Application for funding. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

FOR GRANTEE	**FOR COMMERCE**
Signature	Diane Klontz, Assistant Director
~~Christi Wojnowski~~ Name	Date
~~Manager of Administration & Support~~ Title	**APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**
Date	

Amendment A

The purpose of this amendment is to reduce the match requirement for this grant.

This Grant is **amended** as follows:

5. **COMPENSATION**

COMMERCE shall pay an amount not to exceed ($62,230.00) for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A - Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with Attachment B – Budget.

The Grantee shall provide a non-federal match for the Victims of Crime Act portion of this Grant. The total match to be provided shall be at least $0.00. All funds designated as match are restricted to the same uses as VOCA federal funds. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. Expenditures of match funds must be identified on the invoice voucher form.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Payment will be on a reimbursement basis only.

Consultant fees may not exceed $650 per day or $81.25 per hour for the Victims of Crime Act portion of this Grant (excluding travel and subsistence costs).

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Any out-of-state travel must be approved in advance by the COMMERCE program coordinator for this Grant. Current travel rates may be accessed at https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf.

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide, which can be found at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

Funds payable under this Grant include federal Victims of Crime Act (VOCA) victim assistance grant funds (CFDA Number 16.575).

In performance of the services, requirements, and activities set forth herein, the Grantee shall comply with all applicable federal requirements of the Victims of Crime Act Rule https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program.

ATTACHMENT B – BUDGET

The detailed budget is modified as follows:

Budget	Total
Salaries	$43,680.00
Benefits	$18,550.00
Goods and Services	$0.00
Indirect	$0.00
Total	$62,230.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf.

Any purchase over $5,000 must be pre-approved by COMMERCE.

ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.

Washington State Department of Commerce

DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Susanne Guinn	Grant Manager	Proofed documents	5/27/2022 | 8:20 AM PDT
Nicky Gleason	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	5/27/2022 | 10:32 AM PDT
Trisha Smith Rick Torrance	Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	5/27/2022 | 10:36 AM PDT

Reviewed by:	Title:	I verify that I have:	Date:
	Grant Manager	Checked that Grantee has completed all required certifications and/or required documents	

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

Date: April 14, 2022

To: All VOCA-Funded Grantees

From: Nicky Gleason, VOCA Administrator

Re: Match Requirements

Hello Grantees,

Per the recent VOCA Fix legislation and the designation of a National Emergency Pandemic Period, OCVA and DSHS are waiving all current VOCA match requirements. This waiver is effective immediately, with a retroactive start date of March 1, 2022.

Any VOCA match submitted prior to March 1st is still going to be reported as match.

Any VOCA match owed after March 1st is waived in full.

OCVA is currently in the process of making updates in our Contract Management System (CMS). And in the next few weeks, OCVA will be sending your organization an Amendment to reflect this update soon.

Please let your grant manager know if you have any questions or concerns.

Thank you,

Nicky Gleason

VOCA Administrator

111.21.001

FACE SHEET

Grant Number: 22-31101-504

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
SFY 2022 Victim/Witness Assistance Grant

1. Grantee Clallam, County Of 223 E 4TH ST STE 3 PORT ANGELES WA 98362	**2. Grantee Doing Business As (optional)** Clallam County Prosecuting Attorney's Office
3. Grantee Representative Christi Wojnowski Manager of Administration & Support cwojnowski@co.clallam.wa.us (360) 417-2297	**4. COMMERCE Representative** Susanne Guinn Program Coordinator Phone: (360) 725-2894 Fax: (360) 586-7176 susanne.guinn@commerce.wa.gov PO Box 42525 98504-8304 1011 Plum Street SE Olympia WA 98501

5. Grant Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$62,230.00	**Federal: ☑ State: ☑ Other: ☐ N/A: ☐**	07/01/2021	06/30/2022

9. Federal Funds (as applicable)	**Federal Agency:**	**CFDA Number:**	**Indirect Rate (if applicable):**
$21131.00	Department of Justice, Office for Victims of Crime	16.575	

10. SWV #	**11. UBI #**	**12. DUNS #**
SWV0000200-12	601639015	075739235

13. Grant Purpose
To provide funding that strengthens Victim/Witness Assistance program activities.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget; Attachment C –Equal Employment Opportunity Plan Certification; Attachment D - Victims of Crime Act (VOCA) Program Rule; and Grantee's Application for funding.

FOR GRANTEE	**FOR COMMERCE**
DocuSigned by: Mark Ozias B33BA4CDEE504D3... Signature	DocuSigned by: Diane Klontz 96DB7776CA2E4F3... Diane Klontz, Assistant Director
Mark Ozias Name	8/17/2021 | 3:28 PM PDT Date
County Commissioner Title	**APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE**
8/17/2021 | 1:17 PM PDT Date	

AGENDA ITEM SUMMARY

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

4
6/6/22

Department: Sheriff

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

REGULAR AGENDA ☒ **Meeting Date: 06/14/22**

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

Item summary:

☐ Call for Hearing	☒ Contract/Agreement/MOU - Contract # 817-22-05	
☐ Resolution	☐ Proclamation	☐ Budget Item
☐ Draft Ordinance	☐ Final Ordinance	☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
All Hazards Alert Broadcast (AHAB) Siren Agreement with the Washington State Military Department. This agreement is a ten year agreement defining the roles and responsibilities of both parties regarding the purchase, install, maintenance, operation, and testing of the 8 earthquake/tsunami warning sirens within the jurisdiction of Clallam County.

These sirens are located at: Clallam Bay water treatment plant, Sekiu marina, Port Angeles marina, Port Angeles downtown, Morse Creek in 4 Seasons Ranch, San Juan Vista, Dungeness hire hall, and Diamond Point beach

Note: There are additional warning sirens along the coast that are located on Tribal lands and not covered under this agreement.

Budgetary impact:
None

Recommended action:
Recommend approval by the Board and signature by the Chair

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Undersheriff Cameron

Relevant Departments: Sheriff's Office

Date submitted: 06/01/22

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

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

Washington State Military Department
ALL HAZARDS ALERT BROADCAST (AHAB) SIREN AGREEMENT FACE SHEET

1. Recipient Name and Address: **Clallam County** **223 East 4th St** **Port Angeles, WA 98362**	2. UBI # (state revenue): **054-004-559**	3. Agreement Number: **E22-284** County #817-22-05
4. Recipient Contact, phone/email: **Ann Chastain, (360) 417-2483** **achastain@co.clallam.wa.gov**	5. Agreement Start Date: **April 1, 2022**	6. Agreement End Date: **March 31, 2032**
7. Department Contact, phone/email: **Maximilian Dixon, (253) 512-7017** **Maximilian.Dixon@mil.wa.gov**	8. Data Universal Numbering System (DUNS): **075739235**	
9. Service Districts: (BY LEGISLATIVE DISTRICT): **24** (BY CONGRESSIONAL DISTRICT): **6**	10. EIN **91-6001298**	

9. Agreement Classification ☐ Personal Services ☐ Client Services **X** Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other	10. Contract Type (check all that apply): ☐ Contract **X** Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency

11. PURPOSE & DESCRIPTION:

The Washington Military Department (Department) has authority to enter into this Agreement pursuant to RCW 38.52.010, RCW 38.52.020, and RCW 38.52.030, which statutes direct and authorize the Department to prepare for, mitigate, and respond to emergencies and disasters.

The Department through the Earthquake/Tsunami Program provides public awareness and education regarding preparing for, and surviving, a natural or man-made disaster event. The Department would, without this agreement pay for not only the cost to purchase and install All Hazards Alert Broadcast (AHAB) Warning Sirens that provide both tone and voice alert capability for all-hazards, but would be responsible for, leasing space, installation, regular maintenance requirements, operation, and testing of the sirens. With this agreement, the Department agrees to install AHAB siren(s) on Recipient's land at no cost to the Department, with location(s) to be identified within the Statement of Work (Attachment C). Once the AHAB siren(s) are installed, they become property of Recipient. In consideration of receipt of the siren(s) for protection of people in the County, Recipient agrees to be responsible for all operation and to maintain the siren(s) in full compliance with Department's maintenance requirements according to Department guidance and as set out in the Statement of Work (Attachment C).

IN WITNESS WHEREOF, In consideration of the mutual covenants and promises contained below, the receipt and sufficiency of which is acknowledged by each of the parties, and without payment of money for the privileges granted, the Department and Recipient agree as follows: the Department and Recipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, agree that the consideration is sufficient, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Statement of Work (Attachment C); AHAB Site Survey Information Template (Attachment D), and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

1. Applicable Federal and State Statutes and Regulations
2. General Terms and Conditions
3. Statement of Work
4. Special Terms and Conditions
5. Other provisions of the Agreement incorporated by reference

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:	FOR THE RECIPIENT:
Signature Date Regan Anne Hesse, Chief Financial Officer Washington State Military Department	Signature Date Mark Ozias, Chair Clallam County Board of County Commissioners
APPROVED AS TO FORM Dawn C. Cortez 10/08/2020 Assistant Attorney General	APPROVED AS TO FORM (if applicable): Bert D. Boughton Applicant's Legal Review Date

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

RECIPIENT		MILITARY DEPARTMENT	
Name	**Anne Chastain**	Name	**Elyssa Tappero**
Title	**EOC Coordinator**	Title	**Tsunami Program Coordinator**
E-Mail	achastain@co.clallam.wa.us	E-Mail	Elyssa.Tappero@mil.wa.gov
Phone	**360-417-2483**	Phone	**253-512-7067**
Name		Name	**Maximilian Dixon**
Title		Title	**Hazards and Outreach Supervisor**
E-Mail		E-Mail	Maximilian.Dixon@mil.wa.gov
Phone		Phone	**253-512-7017**

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Parties shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this agreement.

A. STATE AND FEDERAL REQUIREMENTS FOR AGREEMENTS:

The following requirements apply to all State Agreements administered by the Department.

1. This is not a reimbursement contract. No costs for purchases of equipment/supplies will be reimbursed. The parties agree that the consideration provided in this agreement is sufficient, in that Recipient receives AHAB warning sirens to assist it in protecting people located within the county and the Department is allowed to install the sirens on county property and receives operation and basic maintenance of the sirens in accordance with its requirements.

B. ENVIRONMENTAL AND NATIONAL HISTORICAL PRESERVATION

1. Recipients may be required to provide environmental information and gather information from Federal and State regulatory agencies, including the designated State Historic Preservation Office and Indian tribes, as appropriate. The failure to provide such information, when requested, shall be grounds for withdrawing AHAB siren installation. In some cases, recipient may be required to submit additional environmental compliance information sufficient to enable NOAA to make an assessment of any impacts that a project may have on the environment.

2. Regulations implementing the National Environmental Policy Act of 1969 (NEPA), as amended, require NOAA to provide public notice of the availability of project-specific environmental documents, as appropriate. Detailed information on NOAA compliance with NEPA may be found on the National Oceanic and Atmospheric Administration website under "DOC Categorical Exclusions and Administrative Record": http://www.nepa.noaa.gov/.

Washington State Military Department
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Agreement.

b. **"Siren(s)"** means the All Hazards Alert Broadcast (AHAB) Warning Siren; a physical, pole-mounted, modular siren system that alerts those within range to danger by emitting a voice, tone, and intense blue light alert.

c. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a Recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Recipient under this Agreement.

d. "**Recipient**" means the entity identified on the Face Sheet of this Agreement.

e. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

2. AMENDMENTS AND MODIFICATIONS

The Recipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Recipient. No other understandings or agreements, written or oral, shall be binding on the parties.

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

4. ASSURANCES

The Department and the Recipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Recipient certifies that the Recipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Recipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/agreements/requiredagreementforms. Any such form completed by the Recipient for this Agreement shall be incorporated into this Agreement by reference.

6. CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Recipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Recipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

7. COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Recipient shall comply with, and the Department is not responsible for determining, compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act

(ADA), Age Discrimination Act of 1975, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

The recipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. The Department of Commerce guidance is still pending, but the Department of Homeland Security published recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011) that can be of use here as well. The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov. Recipient must also comply with the provisions in the 2019 amendments to RCW 38.52 that apply to providing language services.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Recipient, its contractors or Recipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Recipient is responsible for all costs or liability arising from its failure, and that of its contractors and Recipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

8. DISCLOSURE

The use or disclosure by any party of any information concerning the Department or the Recipient for any purpose not directly connected with the administration of the Department's or the Recipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the respective agency or as required to comply with RCW 42.56, the Public Records Act, other law or court order.

9. DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Recipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

10. LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, each party, its successors or assigns, will protect, save and hold harmless the other party, the State of Washington, and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of that party, its sub-contractors, Recipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person for whom it is responsible, whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, each party further agrees to defend the other and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with that party's acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of one of the parties; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Recipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Recipient, or Recipient's agents or employees.

11. LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Recipient or Alternate for the Recipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the Recipient shall have signature authority to sign time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

12. NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient.

13. NONDISCRIMINATION

The Recipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

14. NOTICES

The Recipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

15. OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Recipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Recipient's performance under this Agreement. To the extent allowed by law, the Recipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Recipient to so comply.

16. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement and does not and will not acquire any ownership interest or title to such property of the Recipient. The Recipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington harmless from any and all causes of action arising from the Recipient's ownership and operation of the project.

17. PUBLICITY

The Parties agrees to submit to each other, prior to issuance, all advertising and publicity matters relating to this Agreement wherein the other Party's name is mentioned, or language used from which the connection of the other Party's name may be inferred or implied. The Parties agree not to publish or use such advertising and publicity matters without the prior written consent of the other Party.

18. RECORDS

a. The Parties agree to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the that Party's contracts, subawards, agreement administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Parties records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, NOAA, or by other state or officials authorized by law, for the purposes of determining compliance by the Parties with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Parties for such inspection and audit, together with suitable space for such purpose, at any and all times during the Parties' normal working day.

d. The Parties shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the agreement under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

19. RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

The Recipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Recipient in connection with the project. The Recipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any operation and/or maintenance of a project.

20. SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

21. TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Recipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Recipient or its staff required by statute or regulation that are applicable to Agreement performance.

22. TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Recipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Recipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Recipient from incurring additional obligations of funds. In the event of termination, the Recipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

23. TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Recipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Recipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Recipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Recipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Recipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Recipient an opportunity to cure, the Department shall notify the Recipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Recipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Recipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Recipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Recipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Recipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

24. <u>TERMINATION PROCEDURES</u>

In addition to the procedures set forth below, if the Department terminates this Agreement, the Recipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Recipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Recipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Recipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Recipient for termination. The Department may withhold from any amounts due the Recipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Recipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the RECIPIENT under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the RECIPIENT and in which the Department has or may acquire an interest.

25. UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Recipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Recipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

26. VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Parties, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

27. WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

STATEMENT OF WORK

Active All Hazards Alert Broadcast (AHAB) Warning Siren(s) within Clallam County:

The Recipient currently owns All Hazards Alert Broadcast (AHAB) Warning Siren(s) in the following locations within Clallam County:

AHAB Siren Name	AHAB Siren Location (LAT/LONG)	Point of Contact for Siren Location (Name, Phone Number, Email)	Year of Siren Installation
3	48.257160 -124.253340	John Keegan, 360-417-2565 jkeegan@co.clallam.wa.us	2010
14	48.090418 -122.928515	John Keegan, 360-417-2565 jkeegan@co.clallam.wa.us	2007
25	48.123591 -123.448559	John Keegan, 360-417-2565 jkeegan@co.clallam.wa.us	2007
48	48.143249 -123.124264	John Keegan, 360-417-2565 jkeegan@co.clallam.wa.us	2010
58	48.116536 -123.351267	John Keegan, 360-417-2565 jkeegan@co.clallam.wa.us	2013
88	48.118390 -123.431108	John Keegan, 360-417-2565 jkeegan@co.clallam.wa.us	2021
89	48.284154 -124.372481	John Keegan, 360-417-2565 jkeegan@co.clallam.wa.us	2020
90	48.266134 -124.298767	John Keegan, 360-417-2565 jkeegan@co.clallam.wa.us	2020

The Department will provide all maintenance and parts to the controller box and satellite communications systems. The Department agrees to stock and maintain the standard repair components as suggested by the manufacturer to expedite repairs.

All Hazards Alert Broadcast (AHAB) Warning Siren(s) requirements:

Upon satisfactory installation, the siren will become the property of the Recipient. AC power hook-up will be provided by the Recipient to the siren but will not be hooked-up until the system has been installed on the pole. Continued monthly AC power usage charges will be required and provided through Recipient unless power is able to tie into existing electrical service. Battery replacement is the responsibility of the Recipient. Upon satisfactory installation, the Recipient will assume responsibility for: the physical security of the siren, for the coordination of the restoration of electrical power to the siren, for the routine testing of the siren via local radio network or internet, for the prompt reporting of any routine testing problems to the Department, and for access to the siren with a bucket truck and weed control within a 15-foot radius of the siren. If the siren will be installed in a locked area, the Recipient will provide 24-hour access and/or issue a key to the Washington Military Department Telecommunications Engineer to allow access to the area for times employees are unavailable to open the compound for needed work.

The Department will send out a daily status report to Recipient, routinely test the siren with the satellite control system, automatically monitor alarms, silent test the siren, immediately report any intrusions to the Recipients Primary Law Enforcement agency, and troubleshoot and repair any major siren malfunctions as rapidly as possible (except for battery failures). The Department will schedule trained and certified siren technicians to troubleshoot and make repairs. The Recipient will be kept informed of all actions taken during repair. The Department agrees to maintain and fund the satellite access contracts with appropriate satellite providers.

Upon notification by the Department, the Recipient has 48 hours to resolve any issue(s) with the batteries, AC power, physical security, and/or access to the Siren(s). Failure by the Recipient to fulfill this requirement will result in a management letter that may adversely impact future decision-making regarding the purchasing and installation of AHAB Siren(s) within the Recipient's jurisdiction.

Recipient participation regarding All Hazards Alert Broadcast (AHAB) Warning Siren(s)' activation, testing, and drills:

The Recipient agrees that the triple controlled siren will be activated by either the Department or the Recipient. The Recipient agrees to use the siren for only routine testing and real emergency incidents. The Recipient activates the siren with their local radio system, or internet. The Recipient agrees to participate in all statewide siren tests/drills whether it be monthly tests or the annual ShakeOut drill. The Recipient authorizes the Department to activate the siren and transmit a Tsunami Warning message after receiving a Tsunami Warning alert from the National Weather Service that is expected to affect the Washington State coast.

The tsunami warning audio message in English is as follows: "The National Weather Service has issued a tsunami warning. A tsunami can create strong waves, dangerous flooding and powerful currents. If you are in a coastal area you are at risk and must move to higher ground or inland now. Do not return until directed to do so. Tune to local media for additional information after you move to higher ground or inland."

Failure by the Recipient to fulfill this requirement will result in a management letter that may adversely impact future decision-making regarding the purchasing and installation of AHAB Siren(s) within the Recipient's jurisdiction.

Requirements of Recipient prior to installation:

The Recipient is required to complete the AHAB Site Survey Information Template (Attachment 1) prior to installation and obtain all necessary permits before installation.

Attachment D

AHAB SITE SURVEY INFORMATION TEMPLATE
Receiving Jurisdiction Responsibilities

DETAILED INSTRUCTIONS:

Choosing an Installation Location:

1. AC power is within an acceptable distance for installation.
2. Satellite transceiver antenna requires a clear view of sky to south-southeast (Approximately 198 degrees true and 30 degrees above horizon).
3. No overhead wires with a voltage rating of more than 14.4K volt AC or other obstructions within 20' of pole location.
4. No underground utilities within 5' of intended pole location.
5. Access for heavy equipment to install siren without blocking roads and no overhead obstructions.
6. Site must be in road right-of-way or municipal owned land. Other locations will require that the local jurisdiction negotiate and complete a legal easement agreement with the property owner.
7. All permitting necessary for installation must be obtained before the installation date.

Documenting Installation Location:

1. Provide street number and name of nearest building.
2. Indicate siren location in relationship to that address.
3. Provide Latitude and Longitude readings.
4. Provide nearest cross streets both directions from install site. Distance from site to cross street is extremely helpful.

Marking Installation Location (Installer responsibility after onsite survey is completed by Department Telecommunications Engineer):

1. Paint ground with White Paint
2. Drive a wood or metal stake into ground leaving ~ 2' exposed and marked with the words "SIREN".

Requesting Underground Utility Check (Installer responsibility after onsite survey is completed):

1. Call the state-wide underground utility check number with the information collected above. 1-800-424-5555 or www.callbeforeyoudig.org to schedule the underground utility check.
2. Mark all utilities within a 25' radius of the staked/marked location.
3. Pole will be installed 8-10' deep and ground wires extending out approximately 25' from the pole in one direction attached to 2 each, 10' ground rods.
4. Obtain a "ticket number"
5. Check the location after three (3) working days and see if any markings indicate utilities are under the intended install site.

What happens next:

1. The Department will notify you the week before they are scheduled to install. Please realize that schedules often change due to weather and other unforeseen construction issues. We will do our best to keep you informed.
2. If required, the pole installer will update the underground utility check prior to pole installation using the ticket number.

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6/6/22

AGENDA ITEM SUMMARY

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

Department: Sheriff

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

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☒ Discussion

Documents exempt from public disclosure attached: ☐

Executive summary:
Discussion with the Board of County Commissioners regarding the implementation of retention incentives for entry and lateral Patrol Deputy and Correction Deputy hires. And also discussing retention incentives for current staff in these positions.

Budgetary impact:
Total cost to be determined. It is hoped that American Rescue Plan Act ARPA) funding can be used to pay for these incentives.

Recommended action:
Approval to move forward finalizing the implementation and funding of incentives to attract and retain new and current employees.

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Sheriff, Undersheriff, Chief Criminal Deputy, Chief Corrections Deputy

Relevant Departments: Sheriff's Office

Date submitted: 06/01/22

M E M O R A N D U M

LONI GORES
Clerk of the Board

June 2, 2022

TO: **Board of Commissioners, Administrator Sill**

RE: **Agenda Modification(s)**

FILE: **A14.09.18**

- The following item has been postponed on the June 6, 2022 work session agenda:

ADMINISTRATION

5 Discussion regarding implementation of retention incentives for entry and lateral Patrol Deputy and Corrections Deputy hires

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6/6/22

AGENDA ITEM SUMMARY

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

Department: BOCC

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

REGULAR AGENDA ☒ **Meeting Date: 6-14-22**

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Executive summary:
A vacancy exists on the Housing Solutions Committee due to a resignation.

Healthy Families of Clallam County forwarded their recommendation to fill the Healthy Families of Clallam County representative position.

Commissioner Johnson endorses the appointment of Leslie Bond to the Housing Solutions Committee.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 6-1-22

RESOLUTION __________, 2022

APPOINTING A MEMBER TO THE HOUSING SOLUTIONS COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Housing Solutions Committee due to a resignation.
2. Healthy Families of Clallam County forwarded their recommendation to fill the Healthy Families of Clallam County representative position.
3. Commissioner Johnson endorses the appointment of Leslie Bond to the Housing Solutions Committee.

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

1. **Leslie Bond** is appointed to serve as the Healthy Families of Clallam County representative for a standing term.

PASSED AND ADOPTED this 14th day of June, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

____
Mark Ozias, Chair

____
Randy Johnson

____
Bill Peach

ATTEST:

____
Loni Gores, CMC, Clerk of the Board

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6/6/22

AGENDA ITEM SUMMARY

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

Department: BOCC

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

REGULAR AGENDA ☒ **Meeting Date: 6-14-22**

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
A vacancy exists on the Olympic Area Agency on Aging (O3A) due to expiration of terms. A press release was issued in January 2022 to solicit applications. No new applications were received. The current member requested reappointment.

The Olympic Area Agency on Aging Advisory Council supports the reappointment of Charla Wright

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 6-1-22

RESOLUTION __________, 2022

REAPPOINTING A REPRESENTATIVE TO THE
OLYMPIC AREA AGENCY ON AGING ADVISORY COUNCIL

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Olympic Area Agency on Aging Advisory Council due to an expired term.

2. A press release was issued during the month of January 2022 soliciting applications from interested citizens, and the current member with the expiring terms were notified. No new applications were received. The current member requested reappointment.

3. The Olympic Area Agency on Aging Advisory Council supports the reappointment Charla Wright.

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

1. **Charla Wright** is reappointed as a Clallam County Representative to a term expiring December 31, 2024.

PASSED AND ADOPTED this 14th day of June, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

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Bill Peach

ATTEST:

____
Loni Gores, CMC, Clerk of the Board

c: Appointees
Olympic Area Agency on Aging
A22.167

8
6/6/22

AGENDA ITEM SUMMARY

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

Department: BOCC

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

REGULAR AGENDA ☒ **Meeting Date: 6-14-22**

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
A vacancy exists on the Conservation Futures Program Advisory Board due to a resignation.

The Lower Elwha Klallam Tribe forwarded their recommendation to fill the Lower Elwha Klallam Tribe (ex-officio member) position.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 6-1-22

RESOLUTION __________, 2022

APPOINTING A MEMBER TO THE
CONSERVATION FUTURES PROGRAM ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Conservation Futures Program Advisory Board due to a resignation.

2. The Lower Elwha Klallam Tribe forwarded their recommendation to fill the Lower Elwha Klallam Tribe (ex-officio member) position.

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

1. **Vanessa Castle** is appointed to the Lower Elwha Klallam Tribe (ex-officio member) position for a standing term.

PASSED AND ADOPTED this 14th day of June 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

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Bill Peach

ATTEST:

____
Loni Gores, CMC, Clerk of the Board

cc: A22.33
Appointee (s)
BOCC

9
6/6/22

AGENDA ITEM SUMMARY

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

Department: BOCC

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

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other – Discussion and next steps

Documents exempt from public disclosure attached: ☐

Executive summary:
Housing Solutions Committee Leadership:
As the Commissioners form the Housing Solutions Committee and begin to dig deeply into the effort of identifying projects with housing providers, builders, real estate professionals and local governments we wish to discuss how this effort can best be led and managed, including the potential for creating a dedicated position to serve as a "Housing Solutions Executive Director."

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Housing Solutions Executive Director discussion and next steps.

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

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

Relevant Departments: Board of Commissioners, Finance Department, Human Resources Department

Date submitted: May 31, 2022

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6/6/22

AGENDA ITEM SUMMARY

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

Department: BOCC

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

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☒ Other – Discussion and next steps

Documents exempt from public disclosure attached: ☐

Executive summary:
WSAC Legislative Steering Committee Workgroups:
This year the Legislative Steering Committee is forming workgroups across several broad categories in order to further prioritize and refine state legislative advocacy in preparation for the 2023 session. The Commissioners wish to ensure that Clallam County's interests are represented broadly throughout this process and will discuss a delegation of representation across the various workgroups: Infrastructure, Fiscal/Governance, Environment and Land Use, and Social Justice/Equity.

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?)
WSAC Legislative Steering Committee Workgroups discussion and next steps.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 5-31-22

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

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

11
6/6/22

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: June 6, 2022**

REGULAR AGENDA ☒ **Meeting Date: June 14, 2022**

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

Item summary:

☒ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☐ Resolution ☐ Proclamation ☐ Budget Item

☒ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The two(2) Franchise agreements with Washington Water Service Company, Elizabeth Lane and Sunshine Acres, originally authorized in 2002 for a twenty (20) year term allowing the location of a water transmission line over county property. It is recommended that these agreement be renewed for five (5) years at this time to allow BOCC and other involved departments to review the franchise process in the future. Contact information was updated. All other terms of the agreements remain unchanged.

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?) It is recommended that the Board consider signing a call for public hearing for the proposed draft ordinance.

County Official signature & print name: Mark Lane [signature]

Name of Employee/Stakeholder attending meeting: Angi Klahn, Dee Boughton

Relevant Departments: BOCC, Auditor, Prosecutor

Date submitted: 5/26/2022

PUBLIC HEARING

An ordinance extending the duration of the Water System Franchises held by Washington Water Service Company.
Elizabeth Lane and Sunshine Acres

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, June 28th, 2022 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website *www.clallam.net* or a free copy can be mailed to you upon request.

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

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

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

FORMAL IDENTIFICATION: An ordinance extending the duration of the two (2) water systems franchises held by Washington Water Services Company.

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:
Adoption of Clallam County Code Chapter Title An ordinance extending the duration of the two (2) water system franchises held by Washington Water Service Company.

The Ordinances will amend Ordinance #723 & #724, which grants to Washington Water Service Company, the authority to install, construct, operate and maintain water systems in the Sunshine Acres and Elizabeth Lane areas within Clallam County, by extending the expiration date of the ordinance five years (5).

Publish: June 17, 2022
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

Ordinance _____

An ordinance extending the duration of the franchise held by WASHINGTON WATER SERVICE COMPANY, for use of county roads in the Elizabeth Lane area.

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

Incorporation of testimony and record.

The Board adopts and incorporates herein the recommendations of staff, and any public testimony and documents received at the public hearing.

Incorporation of specific findings made at hearing.

1. The Board of Clallam County Commissioners desires to adopt an extension to the franchise granted by Clallam County (the "County") and held by Washington Water Service Company, (WWSC) concerning use of County right-of-way.
2. WWSC holds a Franchise granted by the County on June 11, 2002 under Ordinance no. 724 for use of county property for location of waterline facilities; and
3. The current term of the Franchises runs June 21, 2022; and
4. The County, and WWSC each desire to enter into an amendment extending the term of the Franchises as set forth herein to investigate future modifications to the Franchise agreement.
5. County law provides that the Franchise may be amended by Ordinance, and the parties have mutually agreed to extend the duration of the Franchise;

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS: The following

Section .010 Purpose.

The County has determined to extend the term of the Franchise granted by Ordinance 724 for an additional period of five (5) years.

1. Accordingly, the portion of Section 4 of the Franchise granted by Ordinance 724, which states: "TERM: The term of this franchise shall be for a period of five (5) years, beginning on the effective date of this franchise, unless terminated, revoked or modified under the provisions of this franchise. This franchise shall be automatically renewed for additional five (5) year terms up to a total of twenty (20) years from the effective date of this franchise, Unless not less than sixty (60) days prior to the termination of the current term or extension, the County gives notice of its intention to renegotiate the terms or conditions of the franchise, in which case, the franchise shall not renew unless and until the County and the Grantee reach agreement on terms and conditions acceptable to both parties. If the County and the Grantee are unable to reach agreement on new terms and conditions, the franchise shall terminate and the Grantee shall remove its facilities from the County rights-of-way unless otherwise allowed under Sec. 17." **is hereby deleted in its entirety and is replaced with the following:** "TERM: The Franchise granted by this ordinance shall continue in full force and effect for a period of five (5) years beginning on the effective date of this franchise."

2. Accordingly that portion of Section 32 of the Franchise granted by Ordinance 724, which identifies Contact, Mailing Address, Billing Address, and phone and fax for the Grantee and for the County is hereby deleted, and is replaced with the following:

FOR GRANTEE:	Contact Name: Matthew Brown	
	Mailing Address	Washington Water Service Co. PO Box 336 Gig Harbor, WA 98335
	Phone	(253) 851-4060
	Fax	(253) 857-4001
FOR THE COUNTY:	Clallam Co. Franchise Department-BOCC	
	Mailing Address	223 East 4th St., Ste. 4 Port Angeles, WA 98362
	Phone	(360) 417-2233

Section .020 General applicability.

1. Except as expressly modified by this Ordinance, all terms, conditions and provisions of the Franchise shall continue in full force and effect as set forth therein.
2. If any provision of this Ordinance is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Ordinance shall be construed and enforced as if such illegal or otherwise unenforceable provision had never comprised a part hereof. The remaining provisions of this Ordinance shall remain in full force and effect and shall not be affected. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Ordinance a legal, valid and enforceable provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be legally possible.
3. The Franchise and assignments thereof was made, passed and adopted in accordance with all applicable notice and procedure requirements under all laws applicable to the County, and with all applicable notice and procedure requirements, and do not conflict with the laws of the State of Washington or the laws, ordinances, resolutions and other regulations of the County, as presently in effect or as the same were in effect at the time the particular action was taken.
4. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

ADOPTED this ________________ day of ____________ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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ATTEST: Randy Johnson

Loni Gores,
CMC, Clerk of the Board

Bill Peach

Washington Water Service Company

Matthew Brown
General Manager

Approved as to Form

Bert D. Boughton
Deputy Prosecuting Attorney

Ordinance ______

An ordinance extending the duration of the franchise held by WASHINGTON WATER SERVICE COMPANY, for use of county roads in the Sunshine Acres area.

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

Incorporation of testimony and record.

The Board adopts and incorporates herein the recommendations of staff, and any public testimony and documents received at the public hearing.

Incorporation of specific findings made at hearing.

1. The Board of Clallam County Commissioners desires to adopt an extension to the franchise granted by Clallam County (the "County") and held by Washington Water Service Company, (WWSC) concerning use of County right-of-way in Sunshine Acres Division 1-7. 3rd Plat of Sunshine Acres, and Sunshine Acres Industrial Park, except Diamond Point Road, Road No. 58250 is limited from milepost 0.50 to milepost 2.77. The geographic location is in Sections 15, 16, 21, 22, 28, 29, 32, and 33, Township 30 North, Range 2 West, W.M.
2. WWSC holds a Franchise granted by the County on June 11, 2002 under Ordinance no. 723 for use of county property for location of waterline facilities; and
3. The current term of the Franchises runs June 21, 2022; and
4. The County, and WWSC each desire to enter into an amendment extending the term of the Franchises as set forth herein to investigate future modifications to the Franchise agreement.
5. County law provides that the Franchise may be amended by Ordinance, and the parties have mutually agreed to extend the duration of the Franchise;

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS: The following

Section .010 Purpose.

The County has determined to extend the term of the Franchise granted by Ordinance 723 for an additional period of five (5) years.

1. Accordingly, the portion of Section 4.1 of the Franchise granted by Ordinance 723, which states: "TERM: The term of this franchise shall be for a period of five (5) years, beginning on the effective date of this franchise, unless terminated, revoked or modified under the provisions of this franchise. This franchise shall be automatically renewed for additional five (5) year terms up to a total of twenty (20) years from the effective date of this franchise, Unless not less than sixty (60) days prior to the termination of the current term or extension, the County gives notice of its intention to renegotiate the terms or conditions of the franchise, in which case, the franchise shall not renew unless and until the County and the Grantee reach agreement on terms and conditions acceptable to both parties. If the County and the Grantee are unable to reach agreement on new terms and conditions, the franchise shall terminate and the Grantee shall remove its facilities from the County rights-of-way unless otherwise allowed under Sec. 17." **is hereby deleted in its entirety and is replaced with the following:**

"TERM: The Franchise granted by this ordinance shall continue in full force and effect for a period of five (5) years beginning on the effective date of this franchise."

2. Accordingly that portion of Section 32 of the Franchise granted by Ordinance 724, which identifies Contact, Mailing Address, Billing Address, and phone and fax for the Grantee and for the County is hereby deleted, and is replaced with the following:

FOR GRANTEE:	Contact Name: Matthew Brown	
	Mailing Address	Washington Water Service Co. PO Box 336 Gig Harbor, WA 98335
	Phone	(253) 851-4060
	Fax	(253) 857-4001
FOR THE COUNTY:	Clallam Co. Franchise Department-BOCC	
	Mailing Address	223 East 4th St., Ste. 4 Port Angeles, WA 98362
	Phone	(360) 417-2233

Section .020 General applicability.

1. Except as expressly modified by this Ordinance, all terms, conditions and provisions of the Franchise shall continue in full force and effect as set forth therein.
2. If any provision of this Ordinance is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Ordinance shall be construed and enforced as if such illegal or otherwise unenforceable provision had never comprised a part hereof. The remaining provisions of this Ordinance shall remain in full force and effect and shall not be affected. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Ordinance a legal, valid and enforceable provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be legally possible.
3. The Franchise and assignments thereof was made, passed and adopted in accordance with all applicable notice and procedure requirements under all laws applicable to the County, and with all applicable notice and procedure requirements, and do not conflict with the laws of the State of Washington or the laws, ordinances, resolutions and other regulations of the County, as presently in effect or as the same were in effect at the time the particular action was taken.
4. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

ADOPTED this _______________ day of ___________ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

____

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores,
CMC, Clerk of the Board

Bill Peach

Washington Water Service Company

Matthew Brown
General Manager

Approved as to Form

Bert D. Boughton
Deputy Prosecuting Attorney

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6/6/22

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ **Meeting Date:** **06/06/2022**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☒ Other Monthly Review

Documents exempt from public disclosure attached: ☐

APRIL 2022 REVIEW OF FINANCIAL RESULTS AND REVISED PROJECTION FOR 2022— EXECUTIVE SUMMARY:

April 2022 YTD General Fund Results

The April YTD General Fund Financial Review compared to the same period in 2021 is attached along with comparison to the original budget for 2022 and a revised annual projection for 2022.

YTD April 2022 General Fund Revenue totaled $15,253k as compared to $15,115k in 2021, representing an increase of $138k. Excluding YTD COVID related reimbursements of $0k in 2022 and $584k in 2021, YTD non-COVID revenues increased of $722k or 5% from prior year. YTD expenditures in April were $15,090k (which includes $59k of COVID-related costs) as compared to $14,049k in 2021 (which includes $343k of COVID-related costs) for an overall increase of $1,041k, and a non-COVID increase of $1,324k or 9.7%. Excluding COVID-related revenues/expenditures, the General Fund generated an operating surplus of $223k, as compared to a surplus of $826k in April 2021, a decrease of $603k. Including COVID-related activity, the General Fund generated an operating surplus for YTD April 2022 of $164k. The General Fund finished April with an ending Fund Balance reserve of $15,693k, or $102k higher than prior year.

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

REVENUES

Revenues overall (excluding COVID reimbursements) were at 32.8% of the 2022 budget for April YTD, trailing last year's 35.8%. Year-over-year decreases were seen in several categories, with the exception of Taxes, Licenses & Permits, Intergovernmental and Timber Sales.

Taxes YTD thru April continued to lag as % budget in April, coming in at 39.8% as compared to last year's 43.4%, which was driven mainly due to the exceptionally high retail sales tax growth seen in 2021 that led to significant outperformance to budget last year. Sales taxes growth continues to moderate in 2022 compared to double-digit growth seen in 2021, growing at a more modest 5.5% in April which is in line with 5% growth we expected for this year, but still pacing up +14.5% YTD compared to last year (largely due audit-related prior year sales taxes collected earlier this year).

Licensing & Permits also were up slightly for April YTD (at 43.2% of budget vs 40.1% in prior year), mainly as a result of continued growth in building permit revenue which is up 12.5% to prior year.

Intergovernmental Revenue stood at 29.1% of budget (vs. 26.9% in 2021) mainly due to the earlier than expected remittance of $597k in PUD Privilege Tax that is normally paid to the County in July.

Charges for Goods & Services stood at 25.2% of budget (as compared to 29.3% in prior year) and were down $217k to prior year mainly due to timing of receipt of WSU Environmental Services fees and interagency chain gang road services, lower pacing Department of Correction jail bed revenues (down $90k or 81% to prior year) due to continued reduced jail occupancy, and a 60% or $100k decline in building plan revenues YTD thru April.

Fines & Penalties also were pacing behind budget compared to prior year (29.8% vs 38.3%) due to 42% and 48% declines in District Court 1 and District Court 2 infraction revenue to last year.

Misc Revenue is pacing behind last year relative to budget vs last year (32.5% vs 41.2%) due mainly to the continued drop in investment interest income since the latter half of 2021, and a modest drop off in camping fee reservations YTD relative to last year's unusually strong bookings driven by COVID restrictions that have since lifted.

Non Revenues, consisting of sales, use, and lodging tax collected by Parks, Fair & Facilities for the state, are also down considerably to last year as a result in a change in the accounting for these funds outside of the General Fund that occurred at the end of 2021 but which was not reflected in the 2022 budget.

No **COVID/FEMA reimbursement revenue** has been received thus far in 2022, as compared to $584k rec'd at this time last year, the receipt of which is expected to occur later in 2022.

EXPENDITURES

Expenditures (excluding COVID-related) were pacing at 29.1% of budget through the end of April, which is below last year's 31.2%. All expenditure categories are pacing or below their pacings to budget in comparison with prior year. The year-over-year $1,324k increase in non-COVID expenditures was mainly due to increases in (1) Payroll (up $503k or 5.2%) driven by the step/COLA increases, additional pay resulting from last year's renewal of County collective bargaining agreements, and staffing changes, a $303k increase in Transfers Out due to a $400k transfer to Dungeness Off Channel Reservoir as offset by higher Transfers Out relating to Bullman Beach and Lower Dungeness Floodplain projects incurred in 2021, a $129k budgeted increase in Payment to the

Risk Management Fund for higher risk pool insurance costs, and a $365k increase in Services mainly due to payment timing differences relating to support of the Clallam Conservation District, higher coroner and Superior Court professional services, and higher maintenance costs.

2022 PROJECTION—GENERAL FUND

Turning to the forecast, some revenue and expenditure changes have been made to our forecast from our last forecast based on observed trends and recent budget changes made or expected to be made.

PROJECTED REVENUES-- General Fund total revenues are now projected to total $46,931k, an increase of $119k over the 2022 budget, but a ($378k) reduction from our last forecast. This is reflective of several changes made as follows:

Taxes--are now projected to outperform budget by $354k. This is mainly due to the strong YTD sales tax growth realized in April of 14.5%, which as noted earlier was mainly driven by an over $200k of pre-2022 sales tax remitted to the County following the audit of a County-based business, beating the 5% growth rate assumed in the 2022 budget. Given the significant moderating of sales tax growth seen in the months of February thru April of 4.3-5.4%, sales tax forecast assumptions for the balance of 2022 were held flat at the 5% budgeted growth rate. As the impact of inflationary pressures and the economic impact of recent geopolitical events take shape later in the year, we will continue to revisit sales taxes as more data points and trends become available. All other non-sales tax revenues are forecasted consistent with the 2022 budget at this time.

License & Permits—projected to beat budget by $48k or 4.5% mainly due to stronger building permit revenues.

Goods & Services --are now expected to miss budget by ($350k) due to a $250k reduction in Jail bed usage by the Department of Corrections as revenues are to-date pacing 81% down from prior year and $100k in lower pacing building plan revenues.

Fines & Penalties-- are now forecasted to underperform budget by -14% or $121k based on 42%-48% declines seen in DC1 and DC2 infraction revenue observed thus far this year. While this trend may improve as infraction revenues can pick up later in the year, it was deemed prudent given the downward trend observed the last several months to assume that an underperformance to budget will occur this year.

Miscellaneous Revenue-- is now projected to underperform budget by -7% based on trends relating to interest income and parks fees as it appears campground fee bookings growth has slowed relative to last year's stronger than usual bookings due to COVID restrictions lifting that affected other areas of tourism and travel last year.

Timber Revenues are now expected to fall short of budget by $111k or 15% based on recent revised timber forecasts received from the DNR.

Non Revenues have been reduced -$75k to reflect a change in the accounting of sales, use and lodging tax funds collected by the Parks, Fair and Facilities department from the operation of the

County's campgrounds (note that this revenue reduction is offset by a similar decrease in forecasted Services expenditures, making this a cash flow neutral change to the General Fund).

Transfers In are now projected to be $500k higher than budget due to an increase in working capital funding being provided to the Dungeness Off Channel Reservoir which will be returned to the General Fund as grant reimbursements for this project are received (this is offset by a corresponding increase in Transfers Out to this project of $500k, making this a cash fund neutral change absent any project payment/grant reimbursement timing differences).

All other revenue categories remain currently forecasted at or near their 2022 budgeted amounts at this early stage of the year.

PROJECTED EXPENDITURES-- General fund expenditures (including COVID/FEMA-related costs) are projected to total $49,995k, or $1,709k lower than budget, and $21k higher than our last forecast.

Payroll and Benefits--of this projected underspend to budget, approximately $1,939k is related to projected underspend in the area of non-COVID payroll and benefits based on the multi-year trend where due to turnover, retirements, delays in filling open positions, and other dark-time, we have historically underspent our budgeted payroll costs by 4-5% annually. This amount of projected savings in payroll and benefits is compares favorably with the $1,732k placeholder estimated savings discussed during the presentation of our 2022 budget.

Supplies & Services--based on trends, non-COVID Supplies are projected to come in $133k below budget, while Services are projected to come in $379k below budget. The underspend in Services is partly due to the $75k decrease in sales, use and lodging tax costs due to the change in accounting for such costs discussed earlier where such payments to the State are no longer paid from the General Fund, and trend-based savings observed thus far this year.

Transfers Out are now projected to be $560k higher than budget due to an increase in working capital funding being provided to the Dungeness Off Channel Reservoir due to spill over of 2021 project costs and timing of Ecology grant reimbursements, as well as $60k in higher Transfers Out to the Prosecuting Attorney Local Crime Witness Compensation fund. As noted above in Transfers In, this increase in working capital for the Dungeness Reservoir project will be returned to the General Fund as grant reimbursements for this project are received, making this a cash fund neutral change absent any project payment/grant reimbursement timing differences within the year.

COVID-related facility mitigation costs totaling $136k are reflected in this forecast, which assumes such mitigation costs continue through the end of the 3rd quarter and are expected to be mainly reimbursed under the FEMA grant.

All other cost categories are forecasted at or near their 2022 budget amounts at this time.

NET DEFICIT OF REVENUES TO EXPENDITURES--Based on these revenue and expenditure assumptions, I am projecting a General Fund operating deficit (excluding COVID related revenues/costs) of ($3,228k) for 2022, which is $1,964k better than our 2022 budgeted deficit of ($5,192k) and a modest worsening from my last forecast by $263k. When including a COVID-related surplus of $129k, our overall General Fund deficit for 2021 is expected to total ($3,064k), as compared to a budgeted deficit of ($4,892k).

PROJECTED ENDING FUND BALANCE--$12,465k, or 25% of forecasted non-COVID expenditures, as compared to $10,637k budgeted based on final 2021 results.

Risk Factors <u>NOT</u> Currently Reflected in this Forecast:

- **ARPA Supplemental PILT Funds**--it is worth noting that no changes have yet been made to our Intergovernmental revenue forecast to reflect the possible reduction in the budgeted $1.386 million of ARPA Section 605 Supplemental PILT funds that are currently being contemplated for reduction as part of a new COVID relief bill being considered in the US Senate. Based on recent guidance received from WSAC, this reduction could total as much as $863k for the County's General Fund. Until the outcome of the impact of counties' outreach to legislators has on these negotiations is known, this issue will continue to be monitored and the forecast adjusted as needed;

- **Sheriff EOC Relocation**—due to delays in securing a building location for this project, the ground-breaking for this project will likely be delayed to sometime in 2023, resulting in a likely reduction of the $1.7 million of Transfer Out funding support committed by the General Fund as part of the 2022 budget. This change will be reflected in a future forecast once a revised estimate of 2022 project costs is received.

- **Inflationary and Supply Chain Impacts on Capital Projects and Operating Expenditures**—inflation remains at levels not seen in over 40 years. While I believe there is considerable budgetary flex in our 2022 General Fund budget to absorb much of these inflation-impacted cost increases, delays in completing projects on time due to labor and materials availability constraints are likely to occur, and while too preliminary to know at this point until more planned projects go out for bid, higher than budgeted costs for completing certain capital projects are also a risk. As several of our planned capital projects rely on funding from many fund sources, including the General Fund, higher costs could require an increase in the funding needed to be transferred from these funds to complete these projects.

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

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

County Official signature & print name: ____________________Mark Lane________

Name of Employee/Stakeholder attending meeting: ______Mark Lane___________

Relevant Departments: _________Finance_______________________________________

Date submitted:
May 31, 2022

Clallam County General Fund Results
April 2022

REVENUE--April 2022 YTD Revenue totaled $15,253k as compared to $15,115k in 2021, representing an increase of $138k. April 2022 YTD Revenues came in at 32.6% of our annual revenue budget, trailing 36.8% in 2021. If one excludes CARES/FEMA reimbursements, revenue was at 32.8% of budget (vs 35.8% in 2021), and increased $722k or 5% from prior year. Year-over-year decreases were seen in several categories, with the exception of Taxes, Licenses & Permits, Intergovernment and Timber Sales. Taxes YTD thru April continue to lag as % budget in April, coming in at 39.8% as compared to last year's 43.4%, which was driven mainly due to the exceptionally high retail sales tax growth seen in 2021 that led to significant outperformance to budget last year. Sales taxes growth continues to moderate in 2022 compared to double-digit growth seen in 2021, growing at a more modest 5.5% in April which is in line with 5% growth we expected for this year, but still pacing up +14.5% YTD compared to last year (largely due audit-related prior year sales taxes collected earlier this year). Licensing & Permits also were up slightly for April YTD (at 43.2% of budget vs 40.1% in prior year), mainly as a result of continued growth in building permit revenue which are up 12.5% to prior year. YTD Intergovernmental Revenue stood at 29.1% of budget (vs. 26.9% in 2021) mainly due to the earlier than expected remittance of $597k in PUD Privilege Tax that is normally paid to the County in July. Charges for Goods & Services stood at 25.2% of budget (as compared to 29.3% in prior year) and were down $217k to prior year mainly due to timing of receipt of WSU Environmental Services fees and interagency chain gang road services, lower pacing Department of Correction jail bed revenues (down $90k or 81% to prior year) due to continued reduced jail occupancy, and a 60% or $100k decline in building plan revenues YTD thru April. Fines & Penalties also were pacing behind budget compared to prior year (29.8% vs 38.3%) due to 42% and 48% declines in District Court 1 and District Court 2 infraction revenue to last year. Misc Revenue is pacing behind last year relative to budget vs last year (32.5% vs 41.2%) due mainly to the continued drop in investment interest income since the latter half of 2021, and a modest drop off in camping fee reservations YTD relative to last year's unusually strong bookings driven by COVID restrictions that have since lifted. Non Revenues, consisting of sales, use, and lodging tax collected by Parks, Fair & Facilities for the state, is also down considerably to last year as a result in a change in the accounting for these funds outside of the General Fund that occurred at the end of 2021 but which was not reflected in the 2022 budget. No COVID/FEMA reimbursement revenue has been received thus far in 2022, as compared to $584k rec'd at this time last year, the receipt of which is expected to occur later in 2022.

EXPENDITURES--for YTD April 2022 totaled $15,090k (including $59k of COVID related costs) as compared to $14,049k (including $343k of COVID costs) in 2021 for an increase of $1,041k including COVID costs, and an increase of $1,324k or 9.6%). Expenditures (excluding COVID) for April 2022 YTD came in at 29.1% of our annual budget, pacing below last year's of 31.2%. All expenditure categories are pacing or below their pacings to budget in comparison with prior year. The year-over-year $1,041k increase in non-COVID expenditures was mainly due to increases in (1) Payroll (up $503k or 5.2%) driven by the step/COLA increases, additional pay resulting from last year's renewal of County collective bargaining agreements, and staffing changes, a $303k increase in Transfers Out due to a $400k transfer to Dungeness Off Channel Reservoir as offset by higher Transfers Out relating to Bullman Beach and Lower Dungeness Floodplain projects incurred in 2021, a $129k budgeted increase in Payment to the Risk Management Fund for higher risk pool insurance costs, and a $365k increase in Services mianly due to payment timing differences relating to support of the Clallam Conservation District, higher coroner and Superior Court professional services, and higher maintenance costs.

OPERATING SURPLUS/(DEFICIT) AND ENDING RESERVES--For April 2022 YTD, the General Fund generated an operating surplus between revenue and expenditures (excluding COVID/CAREs) of $223k, a $603k decrease from last year's operating surplus. After including COVID-related net revenue to expenditure deficit of YTD of ($59k), the General Fund generated an operating surplus of $164k) for April 2022 YTD. The General Fund finished April 2022 with an ending fund balance reserve of $15,693k, which is $102k better than at this time last year.

2022 FORECAST--Turning to the forecast, some revenue and expenditure changes have been made to our forecast from our last forecast based on observed trends and recent budget changes made or expected to be made. <u>It is worth noting that no changes have yet been made to our Intergovernment revenue forecast to reflect the possible reduction in the budgeted additional $1.386 million ARPA Section 605 PILT funds allocated to the County by the federal government, which could total as much as $863k per recent guidance received from WSAC that would have a significant impact on the forecast results for the General Fund--this issue will continue to be monitored</u>. General Fund total revenues are now projected to total $46,931k, an increase of $119k over the 2022 budget, but a ($378k) reduction from our last forecast. Higher projected Tax revenue of $354k due mainly to the much stronger than budgeted sales tax revenues observed in January due largely to audit-related collection of prior years' sales tax from a large retailer, and higher than expected overall sales tax growth in early 2022 as compared to 5% growth budgeted. Sales tax growth assumptions for the remainder of the 2022 forecast remain unchanged to the 5% growth assumed in the 2022 budget which appears reasonable given the 4.5%-5% sales tax growth observed over the past few months, but will continue to be re-visited once more data points and trends become available as the year unfolds and we gain further visibility of how inflationary presssures affect our economy. Goods & Services are now expected to miss budget by ($350k) due to a $250k reduction in Jail bed usage by the Department of Corrections as revenues are to-date pacing 81% down from prior year and $100k in lower pacing building plan revenues. Based on 42%-48% declines seen in DC1 and DC2 fines & penalties observed thus far this year, Fines & Penalties revenue are now forecasted to underperform budget by -14%. Misc Revenue is now projected to underperform budget by -7% based on trends relating to interest income and lower parks camping fees. Timber Revenues are now expected to fall short of budget by 15% based on recent revised timber forecasts received from the DNR. As discussed previously, Non Revenues forecasted have been reduced -$75k to reflect a change in the accounting of sales, use and lodging tax funds collected by the Parks, Fair and Facilities department from the operation of the County's campgrounds (note that this revenue reduction is offset by a similar decrease in forecasted Services expenditures, making this a cash flow neutral change to the General Fund). Transfers In are now projected to be $500k higher than budget due to an increase in working capital funding being provided to the Dungeneness Off Channel Reservoir which will be returned to the General Fund as grant reimbursements for this project are received (this is offset by a corresponding increase in Transfers Out to this project of $500k, making this a cash fund neutral change absent any project payment/grant reimbursement timing differences). 2022 Expenditures are projected to total $49,995k, underspending to budget by $1,709k driven by savings forecasted primarily in Payroll, Benefits, Supplies, and Services. Payroll and Benefits costs are expected to come in approx $1,938k below budget, mainly due to historic underspend to our personnel budgets due to unbudgeted darktime in our staffing levels as discussed previously. Non-COVID Supplies and Services are projected to come in $133k and $379k below budget, respectively, based on early trend savings and the previously mentioned change in accounting of sales, use and lodging tax payments made to the State where such payments are no longer paid from the General Fund. COVID-related costs expected to be mainly reimbursed under the FEMA grant are projected total $136k, which assumes such mitigation costs continue through the end of the 3rd quarter. Transfers Out are forecasted $560k higher than budget due to an increase in bridge funding being provided to the Dungeness Off Channel Reservoir project due to spill over of 2021 costs and timing of Ecology grant reimbursements, as well as due to a $60k increase in Transfers to the Prosecuting Attorney Local Crime Victim Compensation fund. The General Fund is now projected to end 2022 with a net operating deficit of ($3,064k) as compared to ($4,892k) budgeted, leaving an expected ending reserve balance for the General Fund of $12,465k, which is $1,828 higher than originally budgeted but $228k lower than our last forecast.

<u>April 2022 YTD--vs Annual Budget (rounded to thousands)</u>

	2022 YTD Actual	2022 Original Budget	Budget Remaining	2022 % of Annual Budget Achieved YTD	2021 % of Annual Budget Achieved YTD
REVENUES:					
Taxes	9,589	24,093	14,504	39.8%	43.4%
Licenses & Permits	456	1,055	599	43.2%	40.1%
Intergovernmental Revenues	2,101	7,214	5,112	29.1%	26.9%
Charges for Goods & Services	2,083	8,276	6,193	25.2%	29.3%
Fines & Penalties	248	833	585	29.8%	38.3%
Misc Revenue (Interest Inc, Camping Fees, etc)	579	1,782	1,204	32.5%	41.2%

Clallam County General Fund Results
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Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	1	78	77	1.9%	56.7%
Other Financing Sources (Timber Sales, other)	195	740	545	26.4%	14.4%
Transfers In	0	2,440	2,440	0.0%	0.0%
Total Revenue--Excluding CARES/FEMA	**15,253**	**46,512**	**31,259**	**32.8%**	**35.8%**
Total Revenue--CARES/FEMA	**0**	**300**	**300**	0.0%	**110.3%**
Total Revenue	**15,253**	**46,812**	**31,559**	**32.6%**	**36.8%**

	2022 YTD Actual	2022 Original Budget	Budget Remaining	2022 % of Annual Budget Achieved YTD	2021 % of Annual Budget Achieved YTD
EXPENDITURES:					
Payroll	7,311	24,620	17,308	29.7%	30.5%
Payroll--COVID	0	0	0	--	--
Benefits	2,952	10,018	7,066	29.5%	30.2%
Benefits--COVID	0	0	0	--	--
Supplies	281	1,518	1,237	18.5%	22.0%
Supplies--COVID	1	0	-1	--	--
Services	2,606	7,606	5,000	34.3%	34.3%
Services--COVID	58	0	58		--
Capital	51	363	312	14.1%	36.6%
Capital--COVID	0	0	0	--	69.8%
Transfer Out --COVID	0	0	0	--	24.4%
Transfers Out	463	6,213	5,750	7.5%	5.8%
Payment to Risk Pool	1,366	1,366	0	100.0%	99.7%
Total Expenditures--excluding COVID	**15,031**	**51,704**	**36,674**	**29.1%**	**31.2%**
Total Expenditures--COVID	**59**	**0**	**-59**	**--**	**50.1%**
Total Expenditures	**15,090**	**51,704**	**36,615**	**29.2%**	**31.5%**
Net Operating Surplus (Deficit)--Excluding COVID	**223**	**-5,192**			
Net Operating Surplus (Deficit)--COVID	**-59**	**300**			
Net Operating Surplus (Deficit)	**164**	**-4,892**			
Fund Balance	**15,693**	**10,637**	**5,056**		

April 2022 YTD--vs Prior Year YTD (rounded to thousands)

	2022 YTD Actual	2021 YTD Actual	Variance--$
REVENUES:			
Taxes	9,589	9,056	534
Licenses & Permits	456	421	35
Intergovernmental Revenues	2,101	1,435	667
Charges for Goods & Services	2,083	2,301	-217
Fines & Penalties	248	347	-99
Misc Revenue (Interest Inc, Camping Fees, etc)	579	842	-263
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	1	41	-39
Other Financing Sources (Timber Sales, other)	195	90	105
Transfers In	0	0	0
Total Revenue--Excluding CARES/FEMA	**15,253**	**14,532**	**722**
Total Revenue--CARES/FEMA	**0**	**584**	**-584**
Total Revenue	**15,253**	**15,115**	**138**
EXPENDITURES:			
Payroll	7,311	6,875	437
Payroll--COVID	0	8	-8
Benefits	2,952	2,886	66
Benefits--COVID	0	1	-1
Supplies	281	273	8
Supplies--COVID	1	26	-25
Services	2,606	2,241	365
Services--COVID	58	100	-42
Capital	51	35	16
Capital--COVID	0	63	-63

Clallam County General Fund Results
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Transfer Out --COVID	0	145	-145
Transfers Out	463	160	303
Payment to Risk Pool	1,366	1,237	129
Total Expenditures--excluding COVID	**15,031**	**13,706**	**1,324**
Total Expenditures--COVID	**59**	**343**	**-284**
Total Expenditures	**15,090**	**14,049**	**1,041**
Net Operating Surplus (Deficit)--Excluding COVID	**223**	**826**	**-603**
Net Operating Surplus (Deficit)--COVID	**-59**	**241**	**-300**
Net Operating Surplus (Deficit)	**164**	**1,066**	**-903**
Fund Balance	**15,693**	**15,591**	**102**

<u>Major Revenue Differences between YTD 2022 and 2021 (rounded to thousands)</u>

Tax--Juvenile Justice sales tax	49
Tax--Property tax	56
Tax--Sales taxes (other than Juvenile Justice)	405
Intergovernmental--PILT, Criminal Justice, Other Excise Taxes (increase due $597k PUD Privilege Tax being rec'd in March this year vs July last year)	596
Intergovernmental--Grants	71
Intergovernmental--COVID/FEMA Reimbursements	-584
Miscellaneous--Investment & Delinquent tax interest	-208
Miscellaneous--Parks' Camping Revenues	-23
Non-Revenue--Transfer of PFF Sales & Use Tax Revenue out of General Fund to State Fiduciary Fund	-38
Timber revenue	105
Goods & Services--Interagency Services--Court Consolidation pymt timing, Roads & Other Policing Agreements timing/reduction, State Dpt Corrections trailing prior year ($90k or 81%)	-87
Goods & Services--Building Plan Check Revenues (down 60% to prior year)	-100
Goods & Services Election Services Revenue	55
Goods & Services--WSU Environmental Services (timing)	-90
Fines and Penalties (down 28.5%, with DC 1 and DC 2 down 42% & 48%)	-99
Licensing & Permits--Building Permits (12.5%)	36
Everything else (rounded to thousands)	-7 **
Total Revenue Increase/(Decrease) over Prior Year	**138**

<u>Major Expense Differences between YTD 2021 and YTD 2020 (rounded to thousands)</u>

Payroll/Benefits--prior year estimated impact of retirements and newly elected officials that led to conversion of payouts of accrued leave balances or partial conversion of leave balances to VEBA payments.	-13
Payroll--increase due to changes in personnel, step/COLA increases, effect of new collective bargaining agreements enacted in July 2021, and other non-retirement factors	449
Benefits--due to changes in benefit costs following collective bargaining increases in Jan 2022 and July 2021, as offset by personnel changes	66
Services (increase mainly in professional services ($205k increase) due to timing difference of payment of Clallam Conservation District costs this year relative to prior year, a $21k or 25% increase in Prosecuting Attorney Coroner Services and increased Superior Court Adult Felony/indigent defense costs ($69k) due to spill over of Bauer trial costs), higher repairs & maintenance costs (+$136k), higher communication services ($25k), higher travel ($18k), as offset by decreases in operating rentals/leases (-$63k) due to timing of ER&R charges) and higher indirect services costs charged by the General Fund ($22k).	365
Risk Management Assessment for Insurance Pool	129
Transfers (increase mainly due to $400k in higher transfers to Dungeness Off Channel Reservoir, and timing of Flood Control transfers, as partly offset by decreases due to $75k Bullman Beach transfer and higher Lower Dungeness Floodplain transfers in 2021)	303
Decrease in COVID Related Costs Incurred by the General Fund (relating to lower FEMA funded costs incurred by the General Fund in 2022)	-284

Clallam County General Fund Results
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Net Other Expenditure Changes	24
Total Expenditure Increase/(Decrease) over Prior Year	**1,041**

April 2022 Full Year Projection vs Annual Budget (rounded to thousands)

	2022 Projected	2022 Original Budget	Over/(Under) Budget
REVENUES:			
Taxes	24,447	24,093	354
Licenses & Permits	1,103	1,055	48
Intergovernmental Revenues	7,214	7,214	0
Charges for Goods & Services	7,926	8,276	-350
Fines & Penalties	712	833	-121
Misc Revenue (Interest Inc, Camping Fees, etc)	1,657	1,782	-125
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	3	78	-75
Other Financing Sources (Timber Sales, other)	629	740	-111
Transfers In	2,940	2,440	500
Intergovernmental--CARES/FEMA Reimbursements	300	300	0
Total Revenue--Excluding CARES/FEMA	**46,631**	**46,512**	**119**
Total Revenue--CARES/FEMA	**300**	**300**	**0**
Total Revenue	**46,931**	**46,812**	**119**
EXPENDITURES:			
Payroll	23,324	24,620	-1,296
Payroll--COVID	0	0	0
Benefits	9,375	10,018	-643
Benefits--COVID	0	0	0
Supplies	1,385	1,518	-133
Supplies--COVID	3	0	3
Services	7,227	7,606	-379
Services--COVID	133	0	133
Capital	409	363	46
Capital--COVID	0	0	0
Transfer Out --COVID	0	0	0
Transfers Out	6,773	6,213	560
Payment to Risk Pool	1,366	1,366	0
Total Expenditures--excluding COVID	**49,859**	**51,704**	**-1,845**
Total Expenditures--COVID	**136**	**0**	**136**
Total Expenditures	**49,995**	**51,704**	**-1,709**
Net Operating Surplus (Deficit)--Excluding COVID	**-3,228**	**-5,192**	**1,964**
Net Operating Surplus (Deficit)--COVID	**164**	**300**	**-136**
Net Operating Surplus (Deficit)	**-3,064**	**-4,892**	**1,828**
Fund Balance	**12,465**	**10,637**	**1,828**