



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, June 4, 2024 – 10:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Modification - Added 6-4-24 - Item 1e 

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of May 27

Approval of vouchers 

1b. Approval of minutes for the week of May 27

Approval of minutes 

1c. Proclamation Recognizing Pride Month 2024

Proclamation 

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

Letter of support 

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

Letter added 6-4-24 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

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

Purchase order 

- 2b. Agreement with 4Sight Labs to deploy overwatch sensors

Agreement 

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

Agreement amendment 2 

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

Agreement 

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

Agreement 

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

Agreement 

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

Agreement 

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

Agreement 

BIDS AND AWARDS

- 3a. Request for proposal opening ? Community Wildfire Protection Planning

RFP opening 

- 3b. Bid award ? Hot Mix Asphalt ? Lakeside Industries

Bid award 

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

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

Resolution 

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

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION

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

The following meetings are scheduled for the Board of Commissioners June 3-7:
Meetings below are held in the BOCC Board Room 160 unless indicated otherwise

Monday, June 3:

9:00 a.m. Work Session

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

Tuesday, June 4:

10:00 a.m. Board Meeting

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

Wednesday, June 5:

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

Friday, June 7:

9:00 a.m. Housing Solutions Committee

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

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

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

MEMORANDUM

LONI GORES
Clerk of the Board

May 10, 2024



TO: Board of Commissioners, Administrator Mielke

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been added to the June 4, 2024 regular meeting agenda:

CONSENT AGENDA

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



1a
JUN 04 2024

Date of report: May 29, 2024

General Fund	\$213,666.94
Other Funds	\$725,227.45
Total	\$938,894.39

STATE OF WASHINGTON

County of Clallam

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2024.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MIKE FRENCH, Chair

RANDY JOHNSON

MARK OZIAS

TODD MIELKE, County Administrator

Weekly Expenditures

May 27 - 31, 2024

Fund #	Department	Expenditures		Use Tax	
		General Fund (GF)	Other Funds	General Fund (GF)	Other Funds
00100.211	Assessor	76,195.83			
00100.221	Auditor	24,607.10			
00100.241/291/831	Commissioners (BOCC)	12,706.91			
19910.291	BOCC - Conservation Futures		74.70		
19914.291	BOCC - Veterans Relief		1,017.15		
19925.291	BOCC - Hotel/Motel		110,100.00		
19961.291	BOCC - American Rescue Plan Act		2,791.37		
00100.331-334	Dept. of Community Develop't (DCD)	930.80			
30301.331	DCD - Lower Dungeness Floodplain		84,867.60		
11301.511	Health & Human Services (HHS)		19,093.04		
00100.511	HHS - Environmental Health	4,170.96			
11322.511	HHS - Homeless Task Force		6,774.38		
11323.511	HHS - Chem Dep/Mental Hlth		19,371.45		
11331.511	HHS - Developmental Disabilities		2,042.10		
00100.461	Human Resources (HR)	12,991.45			
50401.461	HR - Risk Management		5,888.75		
00100.411	Information Technology (IT)	15,570.25			
00100.851	Juvenile Services	9,508.35			
00100.911/912	Parks Fair Facilities (PFF)	10,328.22		151.39	
30101.911	PFF - REET 1 (Real Estate Excise Tax)		3,445.00		
30501.911	PFF - Capital Projects		20,816.77		
00100.841-843	Prosecuting Attorney	6,511.35			
	Public Works (PW)				
10101.611	PW - Roads		41,798.40		
30401.331	PW - Dungeness Reservoir		18,301.93		
40201.611	PW - Solid Waste		24,086.57		
41401.611	PW - Clallam/Sekiu Sewer		339,181.60		
42401.611	PW - Carlsborg Sewer		88.36		
43401.611	PW - Bullman Beach Water System		285.08		
50301.611	PW - ER&R (Equip't Rental & Revolving)		22,395.92		
00100.811-815,817	Sheriff	26,282.80			
00100.816	Sheriff - Jail Medical	5,519.73			
11003.811	Sheriff - Boating Safety		597.24		
11008.811	Sheriff - OPNET Drug		974.61		
11065.811	Sheriff - OPSCAN Operations		1,179.20		
11080.811	Sheriff - Inmate Commissary		51.63		4.60
00100.231	Treasurer	8,191.80			
Total		213,515.55	725,222.85	151.39	4.60

VISA statement balance:

Statement date:

Report Reconciliation		Totals			
Total	938,738.40	General Fund	213,666.94		
Final Check Lists	938,738.40	Other Non-GF	725,227.45		
Difference	-	VISA charges	-		
		Total	938,894.39	Use Tax	155.99

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
6/4/2024	R J THOMAS MFG CO INC	243504	mearley	1,701.00	151.39	1,701.00
6/4/2024	SWANSONS SERVICES CORP.	1839309	jkoon	51.63	4.60	51.63
Totals:				1,752.63	155.99	1,752.63

Assessor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0001211	PENINSULA DAILY NEWS	PDN 6-2024	5/21/2024	PDN SUBSCRIPTION	104.00	104.00
6/4/2024	0001641	VERIZON WIRELESS	9962421004	5/22/2024	DATA FOR MOBILE APPRAISA	1,197.19	1,197.19
6/4/2024	0004681	RUSHTON, PAMELA	PAM PKG SPRIN	5/21/2024	PARKING FOR PAM SPRING	5.00	5.00
6/4/2024	0035607	DEEMER, CHRISTINA	TINA PKG SPRIN	5/21/2024	PARKING FOR TINA SPRING	5.00	5.00
6/4/2024	0048797	PICTOMETRY INTERNATIONAL	AUS441737	5/22/2024	2ND AND FINAL INSTALLMEN	74,879.64	74,879.64
6/4/2024	0049784	GOMEZ, MATTHEW	MATT PKG SPR	5/22/2024	PARKING FOR MATTHEW SPI	5.00	5.00
Sub total for U S BANK:							76,195.83

0.00
938,738.40
1,017.15
8,191.80
5,519.73
29,085.48
381,943.54
41,798.40
22,395.92
6,511.35
34,589.99
9,508.35
15,570.25
18,880.20
51,451.93
85,798.40
125,672.98
24,607.10
76,195.83
0.00

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05/29/2024 8:22:15AM

Final Check List
CLALLAM COUNTY

Auditor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0000593	FORKS, CITY OF	20240516	5/16/2024	LOCKED FORKS BALLOT DR	60.00	60.00
6/4/2024	0001792	WILLIAMS, SANDY	Williams 5-8-24	5/8/2024	MILEAGE FOR FORKS SUBAC	75.17	75.17
6/4/2024	0019068	K & H PRINTERS INC	065939	3/18/2024	APRIL 2024 ELECTION INSER	1,513.71	1,513.71
6/4/2024	0022246	CLALLAM BAY-SEKIU LIONS	CLC 3-12-24	3/12/2024	CLOSING CLALLAM BAY & SE	120.00	
			LC 4-25-24	4/25/2024	CLOSING CLALLAM BAY & SE	120.00	240.00
6/4/2024	0040004	CLEAR BALLOT GROUP INC	CBG32734	4/1/2024	HARDWARE/SOFTWARE LIC	22,718.22	22,718.22
Sub total for U S BANK:							24,607.10

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0000087	ANGELES ELECTRIC INC	21578	5/20/2024	JUV SVCS INSTALL ELECTRIC	451.94	451.94
6/4/2024	0000094	ANGELES PLUMBING INC	41066	5/20/2024	JUV SVCS DRINKING FOUNT	493.47	493.47
6/4/2024	0000371	CLALLAM TRANSIT SYSTEM	RES 40 CL TRAI	5/21/2024	SERVICES PER CONTRACT 1	15,600.00	15,600.00
6/4/2024	0000546	EXPRESS SERVICES, INC	30665788	5/22/2024	STREAMKEEPERS DATABASE	95.60	95.60
6/4/2024	0000593	FORKS, CITY OF	RES 40 CTY OF	5/21/2024	SERVICES PER CONTRACT 1	15,000.00	15,000.00
6/4/2024	0001198	PART WORKS INC, THE	105585	5/20/2024	JUV SVCS WATER FILLING S	1,750.36	1,750.36
6/4/2024	0002527	PORT ANGELES CHAMBER OIRES 40 PA CHAI		5/23/2024	SERVICES PER CONTRACT 1	30,000.00	30,000.00
6/4/2024	0018162	PENINSULA TRAILS COALITIORES 40 PEN TR		5/21/2024	SERVICES PER CONTRACT 1	49,500.00	49,500.00
6/4/2024	0019516	LINDE PRICE FUNERAL SERVLPFS 5-9-2024		5/20/2024	LARRY GENE LOHMANN	1,325.00	1,325.00
6/4/2024	0028699	SOUND PUBLISHING INC	8133975	5/21/2024	CONSERV FUTURES,FORKS	1,007.62	1,007.62
6/4/2024	0031465	WA STATE DEPT OF SOCIAL 8DSHS 2463-554		5/21/2024	DSHS/NOPRC CLIENT RESEA	10,000.00	10,000.00
6/4/2024	0048781	MIELKE, TODD	ATM 5/20/2024	5/20/2024	ATM WSAC LEADERSHIP RE1	448.99	448.99
Sub total for U S BANK:							125,672.98

apChkLst
05/29/2024 8:35:40AM

Final Check List
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0036994	SHANNON & WILSON INC	147079	5/6/2024	G157 AMD 11 3/17/24 TO 4/13/	84,867.60	84,867.60
6/4/2024	0038337	INSIDEOUT SOLUTIONS INC	99595	5/7/2024	G133 PROFESSIONAL SERVI	50.00	50.00
6/4/2024	0047953	GOLDEN HARVEST INC	022949	5/21/2024	G156 PROFESSIONAL SERVI	326.40	326.40
6/4/2024	0049786	NEVERS, ERIN	REF 3-11-24	5/22/2024	REFUND BPT2024-00310	554.40	554.40
Sub total for U S BANK:							85,798.40

HHS

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0003993	BAILEY SIGNS & GRAPHICS	3446	5/13/2024	ONSITE - SEPTIC WEEK BAN	283.14	283.14
6/4/2024	0037913	HOLM, STEVE & CHRISTINE	SH 5-3-24	5/3/2024	ONSITE - SEPTIC SYSTEM	760.20	760.20
6/4/2024	0021867	JUERGENS, MYRNA	MJ 2-9-24 2	2/9/2024	ONSITE - SEPTIC SYSTEM	420.78	420.78
6/4/2024	0049768	LARSH, DELBERT & ELAINE	DL 5-2-24	5/2/2024	ONSITE - SEPTIC SYSTEM	699.56	699.56
6/4/2024	0000918	LINCOLN STREET STATION	LSSC 5-14-24	5/14/2024	WATER QUALITY - FEDEX OV	72.01	72.01
6/4/2024	0049767	MCDERMOTT, JOAN	JM 4-3-24	4/3/2024	ONSITE - SEPTIC SYSTEM	645.69	645.69
6/4/2024	0023815	VREELAND, ROBERT	RV BT 4-24-24	4/18/2024	FOOD - BUSINESS MILEAGE	49.58	49.58
6/4/2024	0001700	WA ST DEPT OF ECOLOGY	LAU-WA-H421-2	5/15/2024	WATER LAB - LABORATORY /	1,080.00	1,080.00
6/4/2024	0032176	WOOD, LEILANI	LW 5-8-24	5/8/2024	ONSITE - SEPTIC SYSTEM	160.00	160.00
6/4/2024	0049775	BEACHAM, SAMANTHA	SB BT 05-20-24	5/20/2024	HOPS - BUSINESS MILEAGE	75.04	75.04
6/4/2024	0000296	CENTURYLINK	CL 05-06-24	5/6/2024	HOPS - FORKS OFFICE PHON	342.95	342.95
6/4/2024	0000546	EXPRESS SERVICES, INC	30733641	5/15/2024	HOPS - EXTRA HELP	1,279.20	1,279.20
6/4/2024	0000599	FORKS OUTFITTERS	FO 05-13-24	5/13/2024	HOPS - BATTERIES	9.33	9.33
6/4/2024	0000660	GLAXOSMITHKLINE PHARMA	8254304199	4/30/2024	HOPS - BOOSTRIX	414.60	414.60
6/4/2024	0049780	HAMILTON, KELSEY	KH BT 05-20-24	5/20/2024	HOPS - BUSINESS MILEAGE	225.12	225.12
6/4/2024	0049751	KART KLEEN LLC	0000050	4/22/2024	HOPS - DECON UNIT	12,490.64	12,490.64
6/4/2024	0016427	MCKESSON MEDICAL-SURGI	22043892	4/30/2024	HOPS - MEASURING RODS	716.58	
			22042868	4/30/2024	HOPS - TUBE	136.00	852.58
6/4/2024	0049779	MITCHELL, SAMUEL	SM BT 05-20-24	5/20/2024	HOPS - BUSINESS MILEAGE	300.16	300.16
6/4/2024	0046683	ODP BUSINESS SOLUTIONS	L362638062001	5/1/2024	HOPS - RUGS	509.64	
			363595833001	4/26/2024	HOPS - TISSUE, FOLDERS	62.12	
			363586301001	4/29/2024	HOPS - FLOOR LAMP	55.75	
			363584681001	4/26/2024	HOPS - PAPER	46.10	673.61
6/4/2024	0049315	PAMELA JANE WALKER MS RI4		4/30/2024	HOPS - WIC SERVICES - APR	1,905.00	1,905.00
6/4/2024	0046988	RICHARDSON, SUMMER	SR BT 05-09-24	5/9/2024	HOPS - BUSINESS MILEAGE	99.29	
			SR BT 05-09-24	5/9/2024	HOPS - BUSINESS MILEAGE	94.27	193.56
6/4/2024	0001508	STERICYCLE, INC	8006980622	4/26/2024	HOPS - SYRINGE DISPOSAL	65.75	65.75
6/4/2024	0033201	WESTSIDE PIZZA	WP 05-10-24	5/10/2024	HOPS - GROUP SUPPORT SL	132.75	
			WP 05-17-24	5/17/2024	HOPS - GROUP SUPPORT SL	132.75	265.50
6/4/2024	0000224	BOYS & GIRLS CLUB OF OLYM	11322-23-BGCO	5/9/2024	HTF - LIFE SKILLS TRAINING	4,244.90	4,244.90
6/4/2024	0000591	FORKS ABUSE PROGRAM	11322-23-FAP 3-	4/26/2024	HTF - WEST END HOPE - MAI	2,529.48	2,529.48

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0001209	PENINSULA BEHAVIORAL HEA	11323-24-PBH-L	5/14/2024	CD/MH - ACCESS TO BH SER	14,593.78	
			1132324PBHPA1	5/14/2024	CD/MH - PATH OUTREACH SE	1,935.96	
			1132324PBHPA1	4/24/2024	CD/MH - PATH OUTREACH SE	1,591.71	
			1132324PBHMH	5/14/2024	CD/MH - MENTAL HEALTH FIF	1,250.00	19,371.45
6/4/2024	0000305	CHARLES, JENNIFER	JC TR 05-07-24	5/14/2024	DDD - COMMUNITY SUMMIT ;	406.70	
			JC 05-07-24	5/7/2024	DDD - BRIDGES TO THE FUTU	15.99	
			JC 03-21-24	5/20/2024	DDD - SPECIAL SERVICES RE	13.99	436.68
6/4/2024	0032454	LAWRENCE, KELLEY	KL TR 05-07-24	5/7/2024	DDD - COMMUNITY SUMMIT ;	88.50	
			KL 05-16-24	5/16/2024	DDD - SPECIAL SERVICES RE	15.99	104.49
6/4/2024	0032803	LOPICCOLO, KEVIN	KLo TR 05-07-24	5/7/2024	DDD - COMMUNITY SUMMIT ;	374.08	374.08
6/4/2024	0039629	OPPELT, JENNIFER	JO TR 05-06-24	5/6/2024	DDD - COMMUNITY SUMMIT ;	396.85	396.85
6/4/2024	0017530	PIERCE JONES & ASSOCIATE	PJA ETR 04-24	5/15/2024	DDD - ETR APRIL 2024	520.00	
			20265 CCSP	5/15/2024	DDD - OVERSERVED HOURS	210.00	730.00
Sub total for U S BANK:							51,451.93

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0000522		LEOFF MAY 24	5/22/2024	LEOFF MAY 24 DE	164.90	164.90
6/4/2024	0002036		LEOFF MAY 24	5/22/2024	LEOFF MAY 24 DL	164.90	164.90
6/4/2024	0002038		LEOFF MAY 24	5/22/2024	LEOFF MAY 24 DR	164.90	164.90
6/4/2024	0002042		LEOFF MAY 24	5/22/2024	LEOFF MAY 24 RC	339.55	339.55
6/4/2024	0002047		LEOFF MAY 24	5/22/2024	LEOFF MAY 24 RS	443.70	443.70
6/4/2024	0022748		LEOFF MAY 24	5/22/2024	LEOFF MAY 24 FD	148.50	148.50
6/4/2024	0034245	CASTLE BRANCH INC	0929033	5/22/2024	PRE EMPLOYMENT	1,196.25	1,196.25
6/4/2024	0001136	OLYMPIC MEDICAL CENTER	9712088155120	5/22/2024	PRE EMPLOYMENT	1,355.00	
			9712083979410	5/22/2024	PRE EMPLOYMENT	1,182.00	
			9712078498750	5/22/2024	PRE EMPLOYMENT	140.50	2,677.50
6/4/2024	0048855	PUBLIC SAFETY PSYCHOLOG	4681	5/22/2024	PSYCHOLOGICAL SERVICES	1,980.00	1,980.00
6/4/2024	0025115	RADIA INC PS	DOS 43024 SP	5/22/2024	PRE EMPLOYMENT	35.00	35.00
6/4/2024	0049781	ROGERS, ELIZABETH	VOL DRIV ABS	5/22/2024	VOL DRIV ABS REIM ER	15.00	15.00
6/4/2024	0037692	SEBRIS BUSTO JAMES	81204	5/22/2024	LEGAL SERVICES	11,430.00	
			81184	5/22/2024	LEGAL SERVICES	120.00	11,550.00
Sub total for U S BANK:							18,880.20

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0000268	WAVE BUSINESS	103951201-001C	5/23/2024	CPI FIBER - COMBINED BILL	4,293.57	4,293.57
6/4/2024	0000289	CDW GOVERNMENT, INC.	RF74622-B	5/22/2024	HHS20240305 (12) POWER B	1,229.96	1,229.96
6/4/2024	0000674	GOVCONNECTION, INC.	75252942	5/23/2024	IT20240430A	1,639.62	1,639.62
6/4/2024	0004211	CENTURYLINK	3604527831-052	5/22/2024	MAIN COURTHOUSE	1,447.64	
			333973346-0522	5/23/2024	PUBLIC HEALTH (3RD ST)	517.89	
			3604172850-052	5/22/2024	DID ROLLOVER	449.26	
			334065313-0522	5/22/2024	JUVIE FAX LINES (3)	333.66	
			406389122-0522	5/23/2024	FORKS SHERIFF #2	329.67	
			333641669-0522	5/22/2024	MODEM POOL	153.83	
			333558255-0522	5/22/2024	SEQUIM SHERIFF #2	97.74	
			30051193-05222	5/23/2024	FORKS COURTROOM FAX	77.06	
			333897640-0522	5/23/2024	JUVIE COURTROOM FAX	76.62	
			406493163-0522	5/23/2024	PENCOM RINGDOWN	75.35	
			333641915-0522	5/22/2024	SEQUIM SHERIFF #1	73.48	
			300561295-0522	5/23/2024	CLALLAM BAY DISPATCH	72.17	
			333806161-0522	5/22/2024	TELEPHONE SWITCH MAIN	70.06	
			333800655-0522	5/23/2024	PA SHOP PHONE SWITCH	70.06	
			334055826-0522	5/23/2024	JUVIE PHONE SWITCH	70.06	3,914.55
6/4/2024	0023718	AT&T	3604574397LD-(	5/22/2024	JUVIE COURTROOM FAX LOI	49.22	49.22
6/4/2024	0030587	B&H PHOTO VIDEO	223949464	5/22/2024	IT20240508	3,790.29	3,790.29
6/4/2024	0041799	BAIN, JASON	051424-JB	5/22/2024	IT20240520A	431.04	431.04
6/4/2024	0049101	REYNOLDS, ASHTON	051424-AR	5/23/2024	IT20240520 - BUSINESS TRAV	222.00	222.00
Sub total for U S BANK:							15,570.25

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0001540	SWAIN'S GENERAL STORE IN	327902	5/21/2024	KITCHEN OP SUPPLIES	4.98	4.98
6/4/2024	0001547	SYSCO FOOD SERVICES OF	555680558	5/15/2024	DET FOOD & DET SUPPLIES	993.11	993.11
6/4/2024	0003688	BURNS, KIMBERLY	TKR 192	5/16/2024	FOOD-REIMB	228.59	
			854542	5/18/2024	OFFICE SUP - REIMB	8.51	237.10
6/4/2024	0017787	DAIRY FRESH FARMS INC	8122414217	5/21/2024	DET FOOD	80.94	80.94
6/4/2024	0028699	SOUND PUBLISHING INC	PDN995273	5/1/2024	ADVERTISING-LEGAL NOTICI	159.36	159.36
6/4/2024	0041605	HD SUPPLY	805088960	5/15/2024	DET SUPPLIES	142.48	
			804838548	5/14/2024	DET SUPPLIES	86.41	228.89
6/4/2024	0045712	RAUCH, NANCY	043024NR	5/15/2024	CAP VOL-MILEAGE	335.00	335.00
6/4/2024	0048357	SANDERS, AMANDA	CPWIAPR24	5/16/2024	PRO SVCS	7,370.22	7,370.22
6/4/2024	0049764	MCKIM, SILAS	042524SM	5/20/2024	TRVL TRNG-REIMB	98.75	98.75
Sub total for U S BANK:							9,508.35

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Final Check List
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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0000087	ANGELES ELECTRIC INC	20067	5/23/2024	2403FAC ADD OUTLETST OLI	2,905.62	
			20152-a	5/23/2024	2403FAC ADD POWER POLE	2,535.55	5,441.17
6/4/2024	0000091	ANGELES MILLWORK & LUMBK	84366	5/23/2024	SMPK FENCE REPAIR POST (	95.16	95.16
6/4/2024	0000172	BAXTER A/P OFFICE	125418	5/23/2024	SMK CARB CLEANER	8.81	
			125494	5/23/2024	SMK GREASE COUPLER	7.32	16.13
6/4/2024	0000196	BILLS PLUMBING & SANIKAN	13670103	5/23/2024	SC SANIKANS	290.00	290.00
6/4/2024	0000359	CLALLAM COUNTY PUBLIC W	2024.061R	5/23/2024	SMPK RDG SIGNS	395.00	395.00
6/4/2024	0000374	CLEANTECH CARPET CARE	602	5/23/2024	2007FAC SCRUB WAX BASEM	3,445.00	3,445.00
6/4/2024	0000546	EXPRESS SERVICES, INC	30665789	5/23/2024	SC SNL PRK AID J CARRUTHI	1,051.20	1,051.20
6/4/2024	0000561	FERGUSON ENTERPRISES IN	2592081	5/23/2024	FG CI TRFC CVR LID CNCRT	313.31	
			2632197	5/23/2024	FG PVC CMNT HOSE BIBB PV	296.14	
			2617571	5/23/2024	FG PVC WTR MTR LID WATEI	41.85	651.30
6/4/2024	0000593	FORKS, CITY OF	2024 Fair Banne	5/23/2024	FG 2024 FAIR BANNER	15.00	15.00
6/4/2024	0000677	GRAINGER INC	9125067992	5/23/2024	FG KEY CABINET KEY TAG SI	289.82	
			9121783741	5/23/2024	CH LENS CLNG TRS PLAIN	89.13	
			9121932892	5/23/2024	FG EDGER BLADE	68.06	
			9121783758	5/23/2024	CH WALL ANCHOR	12.16	459.17
6/4/2024	0000725	HEARTLINE, THE	a20034	5/23/2024	FG 27-RV-30	189.43	
			a20026	5/23/2024	FG 4 YRD ROCK	156.82	
			a20027	5/23/2024	FG 2 YRD TOPSOIL	106.72	
			a20032	5/23/2024	SMPK 2 YRD ROCK	80.59	533.56
6/4/2024	0001252	PORT ANGELES, CITY OF	48731-101384 4	5/23/2024	VET APRIL UTIL & GARBAGE	451.47	451.47
6/4/2024	0001540	SWAIN'S GENERAL STORE IN	327605	5/23/2024	DRA PRT CLNR TAPE BIT STA	235.71	
			327601	5/23/2024	VET HOSE BRUSH BOAT SOA	164.24	
			327859	5/23/2024	CH RSTP SPRY FLTBLK SATB	66.30	
			327791	5/23/2024	SC PLANTS	54.21	
			327951	5/23/2024	JV TUBE CUTTER	14.16	
			327928	5/23/2024	JUV HARDWARE	7.80	
			327924	5/23/2024	CH HARDWARE	1.25	543.67
6/4/2024	0001576	THURMAN SUPPLY	903011	5/23/2024	SC WATER HEATER THERMC	71.47	
			902548	5/23/2024	FG PVC REDUCING BUSHING	50.71	
			902952	5/23/2024	FG PVC COMPRESSION CPLI	21.26	143.44
6/4/2024	0002252	R J THOMAS MFG CO INC	243504	5/23/2024	SMPK ODT TRAIL MEMORIAL	1,701.00	1,701.00
6/4/2024	0003114	SEQUIM-DUNGENESS VALLE	17884	5/23/2024	FG 2024 FAIR CHAMBER LUN	150.00	150.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0003431	HI-TECH SECURITY, INC.	100725	5/23/2024	JUV FIRE ALARM SERV CALL	204.19	204.19
6/4/2024	0004448	DAREN'S POINT S TIRE & AUT	0097394	5/23/2024	SMPK TIRE FOR TRAILER	231.84	231.84
6/4/2024	0036418	PA FAR WEST MACHINE &, HY	0524-1404s	5/23/2024	CH ADAPTER	6.63	6.63
6/4/2024	0041605	HD SUPPLY	804364990	5/23/2024	CDJ HND TL BLW CLNR BTH	1,264.38	
			802383331	5/23/2024	CDJ 4X30 CORRUGATED RUI	778.64	2,043.02
6/4/2024	0041765	CALL LUKE LLC	4484	5/23/2024	FG RODENT SERVICE	94.74	94.74
6/4/2024	0046693	SEATAC FIRE PROTECTION L	10065	5/23/2024	SC BACKFLOW ASSEMBLIES	100.00	100.00
6/4/2024	0048306	SERENE MOMENTS CREATIO	SMC24-198	5/23/2024	FG 2024 FAIR BANNER	326.70	326.70
6/4/2024	0049776	WA WILDLIFE & RECREATION	WWRC24-74	5/23/2024	ADM 2024 MEMBERSHIP	825.00	825.00
6/4/2024	0049785	GOPHER SPORT	IN369436	5/23/2024	CDJ REPAIR/IMPROV CANOE	15,375.60	15,375.60
Sub total for U S BANK:							34,589.99

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0000546	EXPRESS SERVICES, INC	30762370	5/23/2024	EXPRESS PAYMENTS	453.32	453.32
6/4/2024	0000890	LANGUAGE LINE SERVICES, I	11289904	5/23/2024	LANGUAGE LINE	48.38	48.38
6/4/2024	0001252	PORT ANGELES, CITY OF	74359-155474 5,	5/23/2024	UTILITIES FOR FAMILY SUPP	233.73	233.73
6/4/2024	0001641	VERIZON WIRELESS	9962421002	5/23/2024	VERIZON	1,047.41	1,047.41
6/4/2024	0046683	ODP BUSINESS SOLUTIONS	L364368630001	5/23/2024	OFFICE SUPPLIES	290.24	
			365641890001	5/23/2024	OFFICE SUPPLIES	107.83	
			365641111001	5/23/2024	OFFICE SUPPLIES	10.44	408.51
6/4/2024	0049787	OGDEN MURPHY WALLACE	P0049787	5/23/2024	CONTRACT WORK / CIVIL	4,320.00	4,320.00
Sub total for U S BANK:							6,511.35

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0000403	COPY CAT GRAPHICS & SIGN	05222024	5/22/2024	Decals - PA 337	14.97	14.97
6/4/2024	0000594	DECKER CITY HARDWARE, TI	825691	5/6/2024	Propane - LC	14.90	14.90
6/4/2024	0000539	EVERGREEN COLLISION, SEC	23083	3/13/2024	Repairs - PA 20-DCD, 15	8,693.23	8,693.23
6/4/2024	0000599	FORKS OUTFITTERS	02MAY2024	5/20/2024	Battery Charger - LC 910	59.72	
			15MAY2024ERR	5/15/2024	Garden Sprayer - LC 370	24.97	84.69
6/4/2024	0000810	JERRYS SMALL ENGINES	66874	5/21/2024	Air Filter - LC 738	30.30	30.30
6/4/2024	0001405	LES SCHWAB TIRE CENTERS	38000868046	5/20/2024	Tires - PA 904	1,645.16	
			38000858050	5/20/2024	Powder Coat - PA 177	346.52	1,991.68
6/4/2024	0001187	PAPE MACHINERY INC	15309652	5/20/2024	Steering Unit, Caliper - PA 413	1,322.82	
			15270557	5/17/2024	Beacon Lights - PA 446	349.84	
			15270581	5/17/2024	Beacon Lights - PA 460	349.84	
			15162722	5/15/2024	Compressor, Locks, Drier - PA	340.04	2,362.54
6/4/2024	0043469	PETROCARD	0519487-IN	5/16/2024	Unleaded and Dyed Diesel - LC	5,204.52	
			0519720-IN	5/21/2024	15w40 - PA	1,281.40	6,485.92
6/4/2024	0001255	PRICE FORD LINCOLN MERC	5053734	5/16/2024	Damper ASY - PA 57	59.44	59.44
6/4/2024	0022435	RACE STREET AUTO PARTS	673097-24	5/20/2024	Filters - PA Stores	426.91	
			673291-24	5/22/2024	Brake Rotor, Disc Brake Pad - I	245.28	
			673239-24	5/21/2024	Brake Rotors, Brake Pads - PA	209.08	
			673322	5/22/2024	Battery - PA 22	175.85	
			673274-24	5/21/2024	Oil Filters - PA Stores	110.21	
			673121-24	5/21/2024	Window Regulator ASSY - PA S	79.19	
			672732-24	5/16/2024	Brake Fluid - PA 413	18.49	
			673331-24	5/22/2024	Core Return Credit - PA 22	-19.60	1,245.41
6/4/2024	0049733	VESTIS SERVICES LLC	5120466926	5/16/2024	Laundry Services - SQ	16.34	
			5120469269	5/21/2024	Laundry Services - PA	16.33	
			5120469255	5/21/2024	Laundry Services - LC	16.28	48.95
6/4/2024	0001762	WEST END MOTORS INC	1729	5/16/2024	Tires - LC 160	401.82	401.82
6/4/2024	0030295	WESTERN PETERBILT INC	025P178411	4/29/2024	REINZOSIL - PA	39.95	39.95

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0001781	WHITEHEADS AUTO PARTS	IN286658	5/20/2024	Shutoff Switch - LC 203	382.60	
			283886	5/22/2024	5w30 - LC 165	85.75	
			286885	5/22/2024	5w20 - LC 178	85.75	
			286167	5/14/2024	Construction Reamer - LC 370	74.88	
			286753	5/21/2024	Brake Parts Cleaner - LC	44.18	
			285704	5/8/2024	Hook Pick Tool - LC 108	16.97	
			286145	5/14/2024	Anti Spatter - LC	14.91	
			286400-24	5/16/2024	Tape - LC 160	8.68	713.72
6/4/2024	0038262	WILDER AUTO CENTER	6167262	5/21/2024	Repairs - PA 124	208.40	208.40
Sub total for U S BANK:							22,395.92

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0000546	EXPRESS SERVICES, INC	30762372-10101	5/22/2024	05/13-05/19 EXPRESS EMPLC	3,026.12	3,026.12
6/4/2024	0000594	DECKER CITY HARDWARE, TI	825823	5/7/2024	MAINTENANCE SUPPLIES-LC	71.64	
			627099	5/16/2024	MAINTENANCE SUPPLIES-LC	8.23	79.87
6/4/2024	0000709	HARBOR SAW & SUPPLY	799189	5/22/2024	MAINTENANCE SUPPLIES-LC	472.91	
			799190	5/22/2024	MAINTENANCE SUPPLIES-LC	253.34	726.25
6/4/2024	0000885	LAKESIDE INDUSTRIES, INC	270457	5/18/2024	LAKESIDE OLY PEN ASPHALT	7,266.71	
			270458	5/18/2024	LAKESIDE OLY PEN ASPHALT	5,134.39	
			270459	5/18/2024	LAKESIDE OLY PEN ASPHALT	271.68	12,672.78
6/4/2024	0001207	PENINSULA COLLEGE	WA0101TPC515	6/13/2024	CDL CLASS PENINSULA COLI	20,985.00	20,985.00
6/4/2024	0001300	PUBLIC UTILITY DISTRICT	110606-052024	5/20/2024	04/17-05/15 SCENIC OVERLO	121.30	121.30
6/4/2024	0001405	LES SCHWAB TIRE CENTERS	38100584254	5/20/2024	MAINTENANCE SUPPLIES-SC	436.25	436.25
6/4/2024	0001576	THURMAN SUPPLY	903147-052124	5/21/2024	MAINTENANCE SUPPLIES PA	140.22	140.22
6/4/2024	0001586	TRAFFIC SAFETY SUPPLY CO	INV070011	5/14/2024	TRAFFIC SAFETY SUPPLY	2,920.11	2,920.11
6/4/2024	0016373	WESTERN CONFERENCE OF	TEAMPEN04/20	4/1/2024	04/2024 TEAMSTERS PENSIO	118.00	118.00
6/4/2024	0022435	RACE STREET AUTO PARTS	673045	5/20/2024	MAINTENANCE SUPPLIES-SC	167.49	
			673231	5/21/2024	MAINTENANCE SUPPLIES-SC	148.06	
			672455	5/14/2024	MAINTENANCE SUPPLIES-SC	33.04	348.59
6/4/2024	0041399	WRIGHT, RICHARD	WRINGTCDL05	5/17/2024	REIMBURSEMENT CDL PHYS	175.00	175.00
6/4/2024	0049733	VESTIS SERVICES LLC	5120469268-1	5/21/2024	LAUNDRY SERVICE- PA	16.33	
			5120466927	5/16/2024	LAUNDRY SERVICE-SQ	16.30	
			5120469256	5/21/2024	LAUNDRY SERVICE- LC	16.28	48.91
Sub total for U S BANK:							41,798.40

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0001409	SCS ENGINEERS	0501205	4/30/2024	2024 LAKE CREEK LF MONIT	12,474.00	12,474.00
6/4/2024	0001739	WA STATE UNIVERSITY, SPONCI	00047330	4/11/2024	ORGANICS WASTE REDUCTI	11,612.57	11,612.57
6/4/2024	0036990	ANCHOR QEA INC	24988	5/1/2024	DUNGENESS RESERVOIR CC	18,301.93	18,301.93
6/4/2024	0000244	BRUCH & BRUCH CONSTRU	CDWNTWNSKBB	4/30/2024	DWNTWN SEKIU ESTIMATE &	338,898.53	338,898.53
6/4/2024	0001621	USA BLUE BOOK	INV00034215	6/7/2023	USA BLUEBOOK SUPPLIES	33.07	33.07
6/4/2024	0001700	WA ST DEPT OF ECOLOGY	24-WAG994584-	9/20/2023	FY SEE AMOUNT DEPT ECOL	250.00	250.00
6/4/2024	0004211	CENTURYLINK	457471905/2024	5/15/2024	05/24 360-457-4719	88.36	88.36
6/4/2024	0000546	EXPRESS SERVICES, INC	30762372-43401	5/22/2024	05/13-05/19 EXPRESS CROSS	285.08	285.08
Sub total for U S BANK:							381,943.54

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0000179	BEERS, RICHARD B	Jun2024	5/23/2024	RENTAL AGREEMENT	545.00	545.00
6/4/2024	0000539	EVERGREEN COLLISION, SEC	59441	5/13/2024	TOWING	691.52	
			59055	5/14/2024	TOWING	136.13	827.65
6/4/2024	0000628	GALLS LLC	027880605	5/8/2024	UNIFORM - LOUCKS	265.69	
			027830590	5/2/2024	UNIFORM - LOUCKS	108.80	374.49
6/4/2024	0000859	KITSAP COUNTY SHERIFF	2024-3	5/8/2024	2024 SPRING EVOC TRAINING	440.76	440.76
6/4/2024	0001149	OLYMPIC STATIONERS INC	97373	5/22/2024	OFFICE SUPPLIES - JAIL	28.59	28.59
6/4/2024	0001252	PORT ANGELES, CITY OF	83194	1/18/2024	SEX OFFENDER ADDRESS VI	4,287.07	4,287.07
6/4/2024	0001300	PUBLIC UTILITY DISTRICT	88052-May24	5/13/2024	UTILITIES - KITFOX LN	52.24	52.24
6/4/2024	0001426	SEQUIM, CITY OF	Jun 2024	5/23/2024	LEASE AGREEMENT	1,100.00	
			3rd Qtr 2023-2024	5/23/2024	SEX OFFENDER ADDRESS VI	989.32	2,089.32
6/4/2024	0001543	SWANSONS SERVICES CORP	1839309	5/9/2024	INDIGENT PACKS	51.63	51.63
6/4/2024	0001545	SYMBOL ARTS	0493416	5/16/2024	SHERIFF BADGES	438.32	438.32
6/4/2024	0001650	VIKING SEW & VAC	997735	4/15/2024	REPAIR OF UNIFORM	13.06	13.06
6/4/2024	0001828	NIKOLA ENGINEERING INC	48845	5/21/2024	END POINTS 5/1/24 - 5/31/24	1,179.20	1,179.20
6/4/2024	0004211	CENTURYLINK	333800494-May24	5/15/2024	TELEPHONE SERVICE	76.62	
			333728002-May24	5/15/2024	TELEPHONE SERVICE	76.62	
			333633603	5/15/2024	TELEPHONE SERVICE	75.40	228.64
6/4/2024	0019836	LEADSONLINE LLC	411062	4/15/2024	TOTALTRACK INVESTIGATION	3,490.00	3,490.00
6/4/2024	0020862	GERMAN, NANCY	Jun 2024	5/23/2024	LEASE AGREEMENT	2,813.61	2,813.61
6/4/2024	0024819	QUILEUTE TRIBE	June2024	5/23/2024	LEASE AGREEMENT	1,200.00	1,200.00
6/4/2024	0033486	LN CURTIS & SONS INC	INV826128	5/21/2024	NAME TAPES - PLACARDS	2,326.00	
			INV821721	5/8/2024	BULLET PROOF VEST - GONZ	1,865.46	
			INV821717	5/8/2024	BULLET PROOF VEST - LAND	1,865.46	6,056.92
6/4/2024	0041605	HD SUPPLY	802147827	4/29/2024	JAIL SUPPLIES	2,600.75	
			804141612	5/9/2024	JAIL & KITCHEN SUPPLIES	1,068.42	
			803381177	5/6/2024	JAIL SUPPLIES	688.52	
			802624478	5/1/2024	KITCHEN SUPPLIES	269.98	
			4164884	5/13/2024	CREDIT MEMO	-257.35	4,370.32
6/4/2024	0041804	FILEONQ INC	11948	6/1/2024	PROPERTY & EVIDENCE MOI	540.74	540.74
6/4/2024	0046683	ODP BUSINESS SOLUTIONS	L367922083001	5/15/2024	OFFICE SUPPLIES - JAIL	57.92	57.92
Sub total for U S BANK:							29,085.48

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6/4/2024	0001123	OLYMPIC AMBULANCE SERVICE	22-146120	6/12/2022	INMATE MEDICAL	490.86	490.86
6/4/2024	0001136	OLYMPIC MEDICAL CENTER	OMC-5.23.24	5/23/2024	INMATE MEDICAL	3,574.77	3,574.77
6/4/2024	0001254	PORT ANGELES FIRE DEPARTMENT	15-2024-000016	4/22/2024	INMATE MEDICAL	124.26	
			15-2024-000018	4/30/2024	INMATE MEDICAL	124.26	248.52
6/4/2024	0001453	K BEN SKERBECK DDS PS, P	Skerbeck-5.15.2	5/15/2024	INMATE MEDICAL	258.00	258.00
6/4/2024	0025115	RADIA INC PS	ZC2DHQ7	4/30/2024	INMATE MEDICAL	119.39	
			ZC2DHP1	4/30/2024	INMATE MEDICAL	62.82	
			ZC0UYFN	4/23/2024	INMATE MEDICAL	50.49	
			ZC2DHPC	4/30/2024	INMATE MEDICAL	28.47	
			ZC0UYBZ	4/23/2024	INMATE MEDICAL	27.14	
			ZC1BE2C	4/23/2024	INMATE MEDICAL	27.14	315.45
6/4/2024	0041537	MCKESSON MEDICAL-SURGICAL	22067601	5/6/2024	INMATE MED SUPPLIES	59.72	
			22067355	5/6/2024	INMATE MED SUPPLIES	20.39	80.11
6/4/2024	0048022	SOUND INPATIENT PHYSICIAN	ZC1XAEX	4/30/2024	INMATE MEDICAL	186.82	
			ZC2FJSF	4/30/2024	INMATE MEDICAL	148.05	
			ZC12OAN	4/24/2024	INMATE MEDICAL	85.22	
			ZC245IQ	5/1/2024	INMATE MEDICAL	78.58	
			ZC2FJSR	5/3/2024	INMATE MEDICAL	53.35	552.02
Sub total for U S BANK:							5,519.73

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/4/2024	0029534	HARRIS GOVERN	TAMN00004556	5/21/2024	SOFTWARE SUPPORT & MAI	8,155.80	8,155.80
6/4/2024	0040381	ACI PAYMENTS INC	1000116354	5/21/2024	ONLINE PAYMENT RETURNS	36.00	36.00
Sub total for U S BANK:							8,191.80

apChkLst
05/22/2024 2:39:39PM

Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5/22/2024	0001252	PORT ANGELES, CITY OF	CJ7401	5/22/24	5/22/2024	UTILITIES	367.15	367.15
5/22/2024	0020849	U S BANK	CG8387	5/22/24	5/22/2024	FOOD	100.00	100.00
5/22/2024	0046491	MEYER, DON	ZT0109	5/22/24	5/22/2024	RENT	550.00	550.00
Sub total for U S BANK:							1,017.15	



16
JUN 04 2024

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of May 27-31, 2024

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, May 28, 2024. Present were Commissioners French and Johnson, and Administrator Mielke. Commissioner Ozias was excused.

Items of discussion per the agenda published May 23 were:

- Calendar/Correspondence
- Resolution submitting renewal of Lake Sutherland Management District 2 to a vote of property owners pursuant to RCW 36.61.070
- Purchase order with Bud Clary Ford for a clean-up crew truck
- Agreement with 4Sight Labs to deploy overwatch sensors
- Agreement amendment 2 with Department of Ecology for Olympia Oyster Restoration
- Agreement with Facet NW, Inc. for updating the comprehensive plan
- Letter to Department of Natural Resources regarding City of Port Angeles Trust Land Transfer

Meeting concluded at 9:58 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, May 28, 2024. Also present were Commissioner Johnson and Administrator Mielke. Commissioner Ozias was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on item 1d and Salt Creek agreement
- Ed Chadd, Port Angeles, commented on item 1d
- Steve Kohler, Sequim, commented on item 1d
- Elizabeth Dunne, Port Angeles, commented on item 1d
- Brian Grad, Sequim, commented on item 1d
- William Spring, Port Angeles, commented on item 1d

CONSENT AGENDA

- 1a Approval of vouchers for the week of May 20
- 1b Approval of payroll for the period ending May 15
- 1c Approval of minutes for the week of May 20
- 1e Letter of support for Washington State Department of Commerce for Clean Energy Grant
- 1f Resolution appointing Colleen Robinson to the Peninsula Housing Authority Board of Commissioners
- 1g Resolution appointing David Gedlund to the Revenue Advisory Committee
- 1h Proclamation Recognizing May 31 as Washington State Association of Counties Executive Director Eric Brian Johnson Day

ACTION TAKEN: CRJm to adopt the consent agenda modified (pull item 1d from consent agenda) CMFs, mc

1d Letter to Department of Natural Resources regarding City of Port Angeles Trust Land Transfer
CRJ read the amended language into the record. Kate Dexter, City of Port Angeles requested additional language regarding timber. CRJ noted he will make additional edits to the letter.

ACTION TAKEN: CRJm to approve the letter as amended, CMFs, mc

REPORTS AND PRESENTATIONS

- CRJ commented on Memorial Day Remembrance, Captain Joseph House
- CMF commented on Law Library

HEARING(S)

- H1 Consideration of resolution adopting the following Debatable Emergencies Parks & Facilities – Real Estate Excise Tax (REET) – To cover unpaid sales tax due on the Courthouse Access Control project, and two invoices for the Restoration of Old Juvie Building project received after the close of accounts payable for year-end/\$21,253
General Fund Reserves – City of Port Angeles stormwater assessment unexpectedly increased 103% from 2023. Additional General Fund support is needed to cover the increase (1 of 2)/\$10,000
NonDept – Indigent Defense – Additional funding for Superior Court Conflict Attorney services provided in 2023 as well as the new contract for 2024/\$19,000
Treasurer – Land Assessment –
- City of Port Angeles stormwater assessment unexpectedly increased 103% from 2023. Additional General Fund support is needed to cover the increase (2 of 2)/\$10,000
 - 2024 increase to City of Port Angeles stormwater fees for county owned parcels. Increased rates and values were not provided to the Treasurer in order to anticipate this increase/\$13,000
- Department of Community Development – Permit Center –
- Due to uncertainty concerning when the State Building Code Council would implement the 2021 International Codes, Code Books were not purchased in 2023 as they were budgeted because the State was still delaying implementation. It has now been passed/\$3,575
 - Repair costs for vehicle driven by Building Inspector after collision with wildlife while driving on Highway 112. Policy 860 4.9 states that it will be the responsibility of the renting department to pay the difference in costs to replace or repair the vehicle as Equipment Rental & Revolving (ER&R) does not carry collision insurance on vehicles or equipment/\$8,972
- Human Resources – Unemployment Compensation – Requesting additional funding for unanticipated increase in unemployment compensation costs/\$40,000
Health and Human Services Operations – Reallocation of Foundational Public Health Services (FPHS) Communications funding to the machinery and equipment category for the purchase of 3 copy machines/\$65,000
NonDept – Hotel/Motel Tax – Additional funds need for Resolution 40, 2024 Board-approved Lodging Tax applications/\$480,000

- Mark Lane, Chief Financial Officer, briefed the Board

ACTION TAKEN: CRJm to open the public hearing, CMFs, mc

- The following provided testimony:
 - John Worthington, Sequim

ACTION TAKEN: CRJm to close the public hearing and adopt, CMFs, mc

CONTRACTS AND AGREEMENTS

- 2a Agreement for Kitsap Critical Incident Response Team

ACTION TAKEN: CRJm to approve, CMFs, mc

- 2b Agreement with Department of Commerce for STOP Violence Against Women Formula Grant

ACTION TAKEN: CRJm to approve, CMFs, mc

- 2c Agreement with MUIR Communications LTD for radio connections

ACTION TAKEN: CRJm to approve, CMFs, mc

- 2d Agreement with Peninsula Behavioral Health for affordable sales and use tax 1406 funding grant

ACTION TAKEN: CRJm to approve, CMFs, mc

- 2e Agreement with Port Angeles Waterfront Center for 2024 Hotel/Motel Tax Funds/\$100,000

ACTION TAKEN: CRJm to approve, CMFs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of May 27-31, 2024
Page 3

2f Agreement with Washington Festival and Events Education Foundation for 2024 Hotel/Motel Tax Funds/\$157,500

ACTION TAKEN: CRJm to approve, CMFs, mc

2g Agreement with Clallam County Public Works for 2024 Hotel/Motel Tax Funds/\$84,400

ACTION TAKEN: CRJm to approve, CMFs, mc

2h Agreement with Clallam County Parks, Fair and Facilities for 2024 Hotel/Motel Tax Funds/\$75,500

ACTION TAKEN: CRJm to approve, CMFs, mc

BIDS AND AWARDS

3a Bid opening – 2024 Hot Mix Asphalt Requirements

CONTRACTOR

Lakeside Industries, Inc.

Amount

\$683,565.30

ACTION TAKEN: CRJm to forward the bid to Public Works/Road Department for review and recommendation to the BOCC, CMFs, mc

BUDGET

4a Resolution for consideration to adopt the following Budget Revisions:

NonDept – American Rescue Plan Act – Reallocation of American Rescue Plan Act (ARPA) funding for the final contractual payment to the Public Utility District (PUD) for their Carlsborg/Van-Lan Water System Project. The invoice expected in 2023 was not received until April 2024/\$60,000

Prosecuting Attorney – Operations – Funds originally allocated for attorney salaries will be used for contracted attorney services while short-staffed/\$100,000

Sheriff – Jail Medical – Our two Mental Health Professionals are funded by the “Hargrove Fund”. Since the second position will have been vacant from January through the end of April, Health and Human Services is seeking approval for the unspent salary dollars to be used for supplies needed by the positions instead. This will allow for the purchase of office furniture, computer equipment, or other items supporting the mental health program for incarcerated individuals that was not originally planned for/\$25,000

ACTION TAKEN: CRJm to adopt, CMFs, mc

4b Resolution for consideration to adopt the following Supplemental Appropriations Superior Court – Contract renewal with the Salish Behavioral Associated Health Organization for Criminal Justice Treatment Account (CJTA) funds set aside by the State of Washington for the betterment of therapeutic courts/\$5,966

Noxious Weed Control – Program spent less money than expected from the Washington Department of Agriculture Knotweed grant due to difficulty hiring seasonal help. The grant expires in June 2025. The money will be used to increase seasonal wages/\$5,500

Sheriff – OPNET Drug – The OPNET Task Force was only partially funded during the budget cycle due to uncertain grant funding. While Washington State has since approved appropriation funding to support task forces, we are requesting to use proceeds from a confiscated property to balance the budget for the remainder of the year while the appropriation disbursement specifics are established. The appropriation funds can then reimburse the fund balance once received/\$301,736

ACTION TAKEN: CRJm to issue notice, CMFs, mc

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, commented on electric truck purchase
- Ed Bowen, Clallam Bay, commented on 1d
- Peter Steadman, Port Angeles, commented on timber revenue, Department of Natural Resources
- John Worthington, Sequim, commented on timber, revenue
- Nina Sarmiento, Port Angeles commented item 1d
- WendyRae Johnson, Port Angeles, commented on item 1d

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of May 27-31, 2024
Page 4

- Thomas Ash, Sequim, commented on public comment responses
- Ed Chadd, Port Angeles, commented on climate crisis, older forest
- Jeff Tozzer, Sequim, commented on MAT Clinic, Towne Road Dungeness Levee (see attached)

Meeting concluded at 11:25 a.m. and continued to 7:30 a.m., Thursday, May 30, 2024 for an executive session

EXECUTIVE SESSION – Thursday, May 30, 2024

The Board convened in open session at 7:30 a.m. to discuss negotiations. Present were Commissioners Ozias, French and Johnson, Administrator Mielke, Risk Management Reyes, Finance Department Lane and Turner and outside council Matt Lynch.

ACTION TAKEN: CRJm to recess to executive session for 45 minutes, CMOs, mc

The Board recessed into executive session at 7:02 a.m.

The Board convened in open session at 8:17 a.m.

ACTION TAKEN: No action taken

Meeting concluded at 8:18 a.m. and continued to 9 a.m., Monday, June 3,

The Board of Commissioners attended William Shore Memorial Pool District Meeting, Habitat for Humanity Veterans Cottages Ribbon Cutting Ceremony, Coffee with Colleen, and Makah Sawmill Grand Opening Ceremony during the week of May 27.

PASSED AND ADOPTED this 4th day of June 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

KEY TO ABBREVIATIONS:

ATM Administrator Todd Mielke
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CMF Commissioner Mike French

m moved
mc motion carried
s seconded

Public comment
5/28/24
JCTF TOZZER

These three quotes are all from Commissioner Ozias. The first was written when plans for Sequim's MAT clinic were unveiled and he had the monumental task of uniting a divided community. He said:

"Many have expressed belief that this work has taken place in private, without informing the public. One core belief I have as an elected official is that local government only works when citizens participate. It troubles me greatly to think that so many feel they have been left out of the process."

On May 5th, 2022, in the Peninsula Daily News Commissioner Ozias said this:

"Once the new levee is built, the new Towne Road will be on top of the levee, and the section of Towne Road will be removed as part of the restoration of the floodplain."

Earlier this Month, Commissioner Ozias said during a weekly meeting:

"From the very beginning, this project was always intended to feature a trail. The road component was always considered optional," explained Ozias. "From the very beginning, the trail was a given; the road was not."

Three quotes from the same Commissioner. One emphasizes the importance of transparency in the County government, another states that Towne Road was planned to be on top of the levee, and the third asserts that Towne Road was never intended to be on top of the levee.

Which of these quotes are true?

Jeff Tozzer
Jamestown Road
Sequim

BOCC Mail Correspondences Received from other Jurisdictions

Gores, Loni

From: Castaneda-Kerson, Melissa (UTC) <melissa.castaneda-kerson@utc.wa.gov>
Sent: Thursday, May 23, 2024 3:40 PM
To: web_Commissioners
Subject: Cascadia Water Company, UW-240151, Virtual Informal Customer Outreach Meeting

You don't often get email from melissa.castaneda-kerson@utc.wa.gov. [Learn why this is important](#)

May 23, 2024

Case Number: 240151

Dear Interested Person:

Thank you for contacting the Washington Utilities and Transportation Commission (Commission) regarding the general rate case filed by Cascadia Water Company (Cascadia) on Feb. 29, 2024. Cascadia filed for an overall revenue increase of 75 percent effective June 1, 2024.

You are receiving this communication because you have already submitted written comments on this case.

On April 22, 2024, and May 15, 2024, Commission staff held Informal Customer Outreach Meetings with Cascadia customers. The last meeting ended with some customers not being able to ask questions due to time. As a result, we are holding another Virtual Customer Outreach Meeting before the Open Meeting on June 27, 2024.

On June 12, 2024, Commission staff will again hold a virtual informal customer outreach meeting to answer questions regarding the general rate case filed by Cascadia. Commission staff will make themselves available to answer questions regarding the filing process, Open Meeting schedule, comments, rate review process, and questions about the rate review. We cannot discuss assertions about wrongdoing by the company or any other party. Additionally, we will not discuss questions about legality and staff will not discuss questions about suspending the filing. You can include your concerns in written comments you submit for this case.

If you would like to participate in the hearing, please contact us at 1-888-333-WUTC (9882) or comments@utc.wa.gov to be placed on the sign in sheet to ask questions.

Virtual Customer Outreach Meeting:

Date: June 12, 2024

Time: 4-6 p.m.

Zoom Link:

<https://utcwaov.zoom.us/j/85208596065?pwd=UW0AdLqFOLgfaew5nPxXMwYgC4oAHp.1>

Phone No: (253) 215-8782

Meeting ID: 852 0859 6065

Passcode: 087167

Commission staff is scheduled to make a recommendation to the Commission on this filing at the Open Meeting on June 27, 2024.

Please contact me with any questions.

Sincerely,

Melissa Castaneda-Kerson
Public Involvement Coordinator



**PROCLAMATION
RECOGNIZING PRIDE MONTH 2024**

WHEREAS, our nation was founded on the principle of equal right for all people; and

WHEREAS, critical moments in American history have launched civil rights movements to advocate for equal rights for all people; and

WHEREAS, a major watershed event for equal rights for the LGBTQ+ community occurred on June 28, 1969 in New York City known as the Stonewall riots; and

WHEREAS, Pride celebrations occur nationally and globally every June to commemorate the Stonewall event and to champion civil rights for all who comprise the LGBTQ+ community; and

WHEREAS, Clallam County has a diverse LGBTQ+ community that includes people of all ethnicities, religions, professions, families; and

WHEREAS, all people should expect to live without fear of prejudice, discrimination, violence, and hatred for any reason including against sexual orientation and gender identity; and

WHEREAS, county residents may take this moment to reflect on ensuring human kindness and respect for all members of the LGBTQ+ community and to build a culture of inclusion for all.

NOW, THEREFORE, WE THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby honor and recognize the month of June 2024, as

Pride Month

Signed this 4th day of June 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



1d
JUN 04 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-3-24**

REGULAR AGENDA ☒ **Meeting Date: 6-4-24**

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

Item summary:

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

Executive summary:

Jill Silver – 10,000 Years Institute has reached out to request a letter of support for Phase 6 of Pulling Together: Jobs in Restoration and Resiliency program. This program is in the 9th year providing prevention and control on the north and west side of the OP, including west Clallam County where they work with and on behalf of ONP, ONF, DNR, DOT, Clallam County CD, NWB, Quileute Tribe and many private landowners.

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?)
Requesting approval of a letter of support.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Jill Silver – 10,000 Years Institute

Date submitted: May 29, 2024

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



Board of Clallam County Commissioners

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

Email: commissioners@clallamcountywa.gov

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

TODD MIELKE, County Administrator

June 4, 2024

WCRI Review Committee
Washington Coast Restoration and Resiliency Initiative (WCRI)
Washington State Recreation and Conservation Office

Re: Letter of Support for WCRI Project: #24-1602, Pulling Together in Restoration—Phase 6

Dear Review Committee Members,

The Clallam County Board of County Commissioners (BOCC) is pleased to provide a letter of support for 10,000 Years Institute's Pulling Together in Restoration project for funding through the Washington Coast Restoration and Resiliency Initiative (WCRI). Since 2015, WCRI funding for the Pulling Together in Restoration program (PTIR) has brought significant resources to the County for rural employment and our Noxious Weed Control and Conservation District programs and projects. PTIR reaches out across jurisdictional boundaries to provide persistent and continued protection for productive forests, healthy river and floodplain habitats, protecting our natural resources-based economy across the north and west Olympic Peninsula.

The BOCC recognizes the importance of the PTIR program's invasives prevention and native revegetation support to restoration and road projects across Clallam County – in the Sol Duc River valley, the Calawah, Bogachiel, Dickey, and Quillayute rivers, and the city of Forks. The work done reduces management costs and increases efficiencies for landscaping, restoration project success, and the productivity of county natural resources including timber, fish, gravel, and recreational uses.

10KYI also regularly reaches out to citizens to County citizens at local events through garden clubs, local group presentations, and an annual booth at StreamFest in Port Angeles. PTIR is featured in 10KYI's reports on challenges and successes of workforce development and watershed protection to the North Olympic Lead Entity, North Olympic Marine Resources Committee, and the North Olympic Development Council. The impacts and importance of prevention of invasive plants relative to local natural resources and watershed health through PTIR has been featured in the curriculum of the new Natural Resources program at Peninsula College and is contributing to the knowledge of local students and staff.

Continued WCRI funding will enable 10KYI to continue providing meaningful employment and these critical services and education to the local community as a valuable partner in Clallam County and many others in restoration and resiliency on the coast. Thank you!

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



document was submitted after the agenda and packet were posted on Added 12 on 6/4/24

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 6-3-24

REGULAR AGENDA ☒ Meeting Date: 6-4-24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Authorizing correspondence regarding the Emergency Operations Center.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Authorizing correspondence regarding the Emergency Operations Center.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Administrator Mielke and Sheriff King

Date submitted: May 29, 2024

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



Board of Clallam County Commissioners

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

Email: commissioners@clallamcountywa.gov

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

TODD MIELKE, County Administrator

June 4, 2024

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

Re: Joint Public Facility Project (JPSF)

Dear Mayor Dexter & City Manager West:

We are writing today to formally request the removal of the City-desired fire station from the proposed Joint Public Safety Facility (JPSF) site. During the initial phase of this project, the inclusion of the fire station was a common goal. The County's position at that time was based on locating, and purchasing, a five-acre site. Unfortunately, a smaller parcel of land (3.6 acres) was ultimately all we could find that met the criteria needed.

We believe the project objective is clear and best stated as:

"The objective is to deliver to the citizens of Clallam County a fully functional, resilient joint emergency operations center that will house both emergency management and emergency communications, and will serve as a location to coordinate any response necessary for the well-being of its citizens. The facility will incorporate redundant infrastructure, be completed as soon as possible, and at the lowest possible cost to Clallam County citizens."

Anything that detracts from this objective jeopardizes the functionality of this facility – including a fire station. Resolution of this item now is critical – for purposes of planning, funding, and essential design elements.

Now that we are in the detailed design phase of the project, our design team (OAC) has communicated concern over the functionality of this site to fully meet our project objective with inclusion of a co-located fire station.

Those reasons include:

- The space needed to accommodate both structures is logistically challenging, making placement of infrastructure more difficult.
- Costs are anticipated to be higher with the fire station due to the requirement of retaining walls where the site is not level, to fully utilize the site.
- Increased upfront costs to cover the installation of infrastructure for the fire station (which remains uncertain as to whether it will ever be built) at the beginning of the project prior to construction of other project features.

- There is no "extra" space to absorb any design modifications that require additional space, such as for communication towers, backup generators, fuel tanks, etc.
- There is doubt whether the site can pass a "stress test" to handle a catastrophic emergency response event due to no extra land being available to accommodate additional equipment, temporary structures, or future expansion of the JPSF.

These concerns were not, and could not have been, anticipated prior to initiating the actual design of the JPSF.

The County's concern over inclusion of the fire station was first raised at a meeting with the Mayor and senior City staff on March 15th when the County presented an offer to the City in an effort to expedite the completion of this project. This concern was clearly acknowledged at that meeting when City Manager West asked if removing the fire station would address some of the County's concerns. An additional concern raised by the County at that meeting was the need for a greater sense of urgency in completing this project and getting decisions and responses in a timely manner. Doing anything less would further delay the project and most likely make it impossible to meet the deadlines for the grants currently associated with this project.

The concern over inclusion of the fire station and request for removal was reiterated at a meeting with the Mayor and senior City staff on April 9th, and again on May 2nd in a meeting between City Manager West and County Administrator Todd Mielke. In the May 2nd meeting, the City communicated it was pursuing a joint fire station with Fire District 2 on land that would potentially be donated by the Lower Elwha Klallam Tribe.

The fire station issue was raised again by the County during a May 9th in-person meeting with the design architect and senior staff from the County and City. At this meeting, OAC stated they needed a determination as soon as possible to incorporate in their current design efforts. They further stated that any design changes made after late June would result in additional design costs to the overall final design. Therefore, adjusting the final design to utilize the site differently (without the fire station) needs to happen well before the end of June.

Finally, a response regarding the fire station was requested at a May 10th meeting regarding the JPSF between senior staff of the County and City. In this final meeting, City staff indicated a desire for the County to provide further 'financial incentives' for the City to withdraw the fire station from the project.

The County's initial communication of its concern over the removal of the fire station, the necessity of timely responses and decisions, and a higher sense of urgency was made on March 15th. It has been nearly 2 ½ months and it appears we are no closer to resolution on these matters.

The County believes the best path forward is for us to work together towards achieving the stated objective. However, without the removal of the fire station, the County's position is that we will not move to the construction phase. The current agreement between our two entities only takes us through the design phase. If we cannot find common ground on this issue, the County will be placed in a position to look at other options that include going forward alone and finding additional funding sources.

As our design architect was hoping for a resolution of this item by now, timing is critical. We look forward to receiving a written response from you by Friday, June 21st, so that the design is consistent with the project objective.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

2a
JUN 04 2024



AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 5/28/24

REGULAR AGENDA ☒ **Meeting Date:** 6/4/24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The Department of Ecology grant funding for jail community clean-up activities includes funding for an additional CREW vehicle. Since there are already vans available for full size CREW projects, the addition of an electric pickup truck into the CREW fleet will provide needed flexibility. The jail will be able to schedule more smaller scope projects needing fewer inmates, and the capacity to haul equipment or refuse directly in the back of the vehicle. This will allow more frequent CREW excursions with less staging time. The installation of electric vehicle charging stations at the courthouse has enabled the option for adding an electric vehicle into the CREW fleet, so that in addition to removing physical garbage from our environment we can also minimize any negative environmental effects our vehicle may cause.

Budgetary impact: Will be added via budget supplemental

Recommended action: BOCC approval

County Official signature & print name: Sheriff Brian King

Name of Employee/Stakeholder attending meeting: Don Wenzl

Relevant Departments: Sheriff

Date submitted: 5/17/24

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



Port Angeles, WA 98362

360-417-2567

VENDOR NAME:	Bud Clary Ford	PURCHASE ORDER #:	2024-5-198
ADDRESS:			
		DATE:	5/14/2024
CONTACT:	Marie Tellinghiusen		
PHONE:	360-423-4321 Ext 10945	VENDOR ACCT #:	

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, ETC.

QUANTITY	STOCK NUMBER	ITEM ORDERED	UNIT PRICE	TOTAL
1		2024 Ford F150 Lightning, Battery Electric Vehicle		\$49,704.00
		Specifications as per attached quote		\$14,622.00
		Purchased through Wash. State DES Contract#05916		
		SUBTOTAL		\$64,326.00
		TAX	8.90%	\$5,725.01
		SHIPPING COST	0	\$0.00
		TOTAL		\$70,051.01

Budget Fund	Special Instructions
100.815	Funded by Dept of Ecology Community Litter Cleanup Program
BARS Number	SWMCLCP-2325-CICoSO-00107
59423.64.0010	County contract #815-23-03

	DON WENZL, CHIEF CORRECTIONS DEPUTY	MIKE FRENCH, CHAIR OF THE BOARD
		

After signatures acquired, route a copy to the Accountant.

Waknitz, Elizabeth

From: Wenzl, Don
Sent: Monday, May 13, 2024 1:47 PM
To: Waknitz, Elizabeth
Subject: FW: Vehicle Quote - 2024-5-198 - CLALLAM COUNTY - 10500



Don Wenzl

Clallam County Sheriff's Office

Chief Corrections Deputy

223 E. 4th Street, Suite 12 | Port Angeles, WA 98362

☎ 360.417.2356 | 📠 360.460.2836 | 📞 360.417.2499 | ✉ Don.Wenzl@clallamcountywa.gov

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are **not** the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Monday, May 13, 2024 1:47 PM
To: Wenzl, Don <don.wenzl@clallamcountywa.gov>
Cc: descarsystem@des.wa.gov
Subject: Vehicle Quote - 2024-5-198 - CLALLAM COUNTY - 10500

You don't often get email from noreply@des.wa.gov. [Learn why this is important](#)

Vehicle Quote Number: 2024-5-198 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Bud Clary Ford (W403)

Dealer Contact: Marie Tellinghiusen

Dealer Phone: (360) 423-4321 Ext: 10945

Organization Information

Organization: CLALLAM COUNTY - 10500

Email: don.wenzl@clallamcountywa.gov

Quote Notes:

Vehicle Location: PORT ANGELES

Color Options & Qty

Oxford White (YZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2024-0826-0001	2024 Ford F150 Lightning, Battery Electric Vehicle (BEV)	1	\$49,704.00	\$49,704.00
2024-0826-0002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2024-0826-0003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2024-0826-0004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2024-0826-0005	INFORMATION ONLY: 2023MY: Please visit fordbbas.com or contact dealership to request Ford Police Modifier's Bulletin P-034R-1 if you will be adding aftermarket equipment (lightbars, sirens, spotlights, etc.)	1	\$0.00	\$0.00
2024-0826-0010	2024 Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD, PRO Trim Level, Crew Cab, 145in Wheelbase, 5.5ft bed, Dual eMotor, 98kWh Usable Capacity Standard Range High-Voltage Battery, EPA 23MY: 76 city / 61 hwy MPGe; 240 miles total range; Mobile Power Cord (120V/240V) #66A, 8350# GVWR, 275/65R 18in All-Terrain Tires, 18in Aluminum #2 Spare Tire, Rear eLocking Axle, Class IV Hitch (W1B/110A/99K/44L/145WB/66A/TTVS) -- THIS IS THE BASE VEHICLE -- Please refer to Vehicle Specification for complete description.	1	\$0.00	\$0.00
2024-0826-0013	NEW: Dual eMotor - Extended Range Battery - Dual Onboard Charging - Level 2 Peak Charging Rate of 19.2kW - 131 kWh Usable Capacity Extended Range High-Voltage Battery (includes Max Trailer Tow Package #53D when equipped w/ Pro Power Onboard 9.6 kW #479) (Includes 20in Alloy Dark Carbonized Gray Wheels, 20in 275/60R20 All-season tires and Carbon Black Fixed Extended Running board) (8550# GVWR)(Only available w/ PRO Trim Level) (99M)	1	\$12,420.00	\$12,420.00
2024-0826-0021	PRO SSV Package (Special Service Vehicle) (Not available w/ XLT Trim Level) (Includes red/white task lighting in overhead console; front seat police-grade heavy-duty cloth 40/console/40 with reduced bolsters; 8-way power driver/manual passenger; built-in steel intrusion plates in both front seatbacks; universal top tray - center of I/P for mounting aftermarket equipment) (66S/TTES)	1	\$157.00	\$157.00
2024-0826-0022	LED Warning Beacons (Red/Blue strobe color) (factory) (includes center high-mounted stop light bar and two (2) roof mounted beacons that provide 360 degree visibility) (Sound Off Signal) (Must also order PRO SSV Package #66S) (Not available w/ XLT Trim Level) (94R)	1	\$756.00	\$756.00
2024-0826-0211	Credit for pickup from Dealer (Orders for Western Washington) (Deduct)(DLR)	1	(\$150.00)	(\$150.00)
2024-0826-0250	INFORMATION ONLY: #250-299 Setina Manufacturing equipment will be installed by dealer prior to vehicle delivery. Contact dealer if you would like partitions and/or transport seats shipped uninstalled. Pricing effective for vehicle orders scheduled by June 30, 2024.	1	\$0.00	\$0.00
2024-0826-0261	Setina - 10VS Front Partition, Horizontal Polycarbonate Sliding Window (Crew Cab Only) (DLR) (SET200)	1	\$827.00	\$827.00

2024-0826-0274 Setina - Rear Window Barrier, Polycarbonate (Crew Cab Only) (DLR) (SET302)	1	\$321.00	\$321.00
2024-0826-0276 Setina - Rear Door Panel, TPO plastic, installs over OEM door panels (Crew Cab Only) (DLR) (SET310)	1	\$291.00	\$291.00

Quote Totals

Total Vehicles: 1
Sub Total: \$64,326.00
8.4 % Sales Tax: \$5,403.38
Quote Total: \$69,729.38



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AGENDA ITEM SUMMARY

JUN 04 2024

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 5/28/24**

REGULAR AGENDA ☒ **Meeting Date: 6/4/24**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 815-24-04 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: In order to maximize the safety of inmates going through mental health crises or withdrawal symptoms, jail staff increase their in-person monitoring frequency to make note of behavioral or physical symptom changes that may indicate a need for intervention. Since a health emergency can occur within minutes, even a schedule of frequent check-ins can leave gaps. Using alert bracelets that monitor health parameters such as heart rate and blood oxygen, and alarm if readings fall outside of a designated normal, will create an additional safety layer our inmates need when they're at their most fragile. They will also allow our medical staff the capability to watch readings in real-time. These products are designed to be safely used in a corrections environment, and can be used on inmates identified by medical staff as being at risk.

Budgetary impact: Equipment purchase and first year software costs are approved for payment from Risk. Ongoing software renewals will be budgeted, and alternative funding sources pursued.

Recommended action: BOCC approval

County Official signature & print name: Sheriff Brian King

Name of Employee/Stakeholder attending meeting: Don Wenzl

Relevant Departments: Sheriff, Risk

Date submitted: 5/16/24

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



7 Sensor-Clallam County Sheriff's Office, WA

Clallam County Sheriff's Office, WA
WA

Don Wenzl
Chief Corrections Deputy
don.wenzl@clallamcountywa.gov
3604172356

Reference: 20240513-184844275

Quote created: May 13, 2024

Quote expires: June 30, 2024

Quote created by: 4Sight Labs

choi@4sightlabs.com

+12132076777

Comments from 4Sight Labs

4Sight Labs is pleased to submit this quote for deploying Overwatch for the **7 Sensor-Clallam County Sheriff's Office, WA**. Overwatch is a combination of ruggedized biosensors, mobile apps, control dashboards, analytics reports and cloud services that continuously monitors people from the moment of their arrest, through transport, processing, and detention.

Products & Services

Item	Quantity	Unit Price	Total
Overwatch Sensors	7	\$750.00	\$5,250.00
18-Sensor Charging Dock	1	\$595.00	\$595.00
Reusable Locking-Wrist Bands	7	\$87.50	\$612.50
Reusable Locking-Wrist Band Keys	2	\$25.50	\$51.00
Ultra Long-Range Wireless Gateway	1	\$752.50	\$752.50
Overwatch Dashboard Viewing Tablets	1	\$500.00	\$500.00
Sensor Provisioning Smart Device (Programed Smart Phone)	1	\$957.00	\$957.00

Item	Quantity	Unit Price	Total
Remote Installation Assistance (4hrs)	1	\$1,000.00	\$1,000.00
Remote Training Session (4hrs)	1	\$500.00	\$500.00
Overwatch Licensing and Cloud Services	7	\$1,875.00 / year	\$13,125.00 / year for 3 years
Ultra Long-Range Wireless Service	7	\$187.50 / year	\$1,312.50 / year for 3 years
Standard Shipping	2	\$15.72	\$31.44
Annual subtotal			\$14,437.50
One-time subtotal			\$10,249.44
Total			\$24,686.94

Purchase terms

Annual Billing and Payment:

Upon full implementation, Company will pay to 4Sight Labs a payment comprising of **\$24,686.94**

4Sight Labs will invoice the Total Annual Fees in the amount of **\$14,437.50** for each subsequent year on the Effective Date anniversary and Company shall pay such invoices, in accordance with the Agreement.

Scope of Support Services: 4Sight Labs will provide Implementation Services to support the Customer to use the Services in accordance with the Documentation. Specifically, 4Sight Labs will be responsible for the following:

- a. Support of administrative staff for up to one year after the go-live date to measure compliance improvements and provide additional virtual training as needed.

Implementation Services: 4Sight Labs will provide Implementation Services to the Company however, Company agrees that 4Sight Labs's ability to perform the Implementation Services is dependent on Company providing 4Sight Labs certain information and access in a prompt manner with time being of the essence. Company agrees that it will provide prompt responses to any inquiry made by the Company in connection with this Ordering Document and provide the following:

1. Installation of secure mounts for iPad monitors
2. Installation of power outlets if necessary for iPads
3. Firewall policies to allow 4Sight Labs hardware MAC addresses, service endpoints and ports
4. Extract of JMS inmate data and transfer to 4Sight Labs SFTP server for JMS integration
5. Provide representative(s) to coordinate and represent the Company for all operational and IT issues.
6. Provide feedback on the Services features and usability (at Company's sole discretion).
7. Verify Wi-Fi and adequate network provisioning for Services operation.
8. All control stations and storage devices intended for use in conjunction with the Services must comply with the minimum platform and network infrastructure specifications as outlined by 4Sight Labs.
9. Designate one or more staff that 4Sight Labs can train (train-the-trainer) to serve as a resource for the Company's staff.
10. Ensure staff attend scheduled training sessions so that 4Sight Labs's staff can efficiently train Company's employees.
11. Provide access to the facility for 4Sight Labs staff sufficient to carry out initial training and support.

Deliverables: Company will receive the following deliverables during or upon the completion of Implementation Services unless specified otherwise in the Ordering Document:

1. Written assessment of existing observation practices and compliance at facilities, highlighting areas of possible improvement and opportunities for cost and/or time savings with respect to the implementation of 4Sight Labs
2. Purchaser configuration preferences collected and loaded into the Licensed Software
3. Access to the Licensed Software after implementation
4. On-site setup of Hardware if applicable
5. Phone number(s) for Purchaser support
6. Review of reports

7. Transition from Implementation Services to Purchaser Success Manager and Support contacts for ongoing support needs
8. Custody Roster Automation assumes the Agency has arranged for the Jail Management System (JMS) or Offender Management System (OMS) to send the information to be ingested and entered into the 4Sight Labs applications

By execution below, the undersigned agree to be bound by this Ordering Document, and the MSA, as may also be amended or substituted from time to time upon mutual Agreement.

MSA

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**MSA**") is entered into effective as of _____ ("Effective Date"), and made by and between 4Sight Labs, Inc., ("**4Sight**") and the **Company**. 4Sight and Company shall be collectively referred to as the "Parties" or individually as a "Party". Company has elected to purchase services from 4Sight, described in an Ordering Document (defined below) referencing this MSA, Company agrees by executing such Ordering Document, Company agrees to the terms and conditions of this MSA as well as any related exhibits or schedules.

Section 1. DEFINITIONS. In addition to those definitions contained in any applicable Ordering Document, the following terms shall have the meanings set forth below:

1.1 "**Affiliate**" means, with respect to any entity, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

1.2 "**Monitoring Package**" which includes but is not limited to bands, sensors, charging docks and related supplies described in the applicable Ordering Document.

1.3 "**Monitored Individual**" means the Individual whom is banded with monitoring device under the care and supervision of Company.

1.4 "**Documentation**" means in digital, printed, or other form, the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specification and any other supporting documentation related to the Licensed Software.

1.5 "**Licensed Software**" means the control station, software and related service and support described in the Ordering Document, Licensed Software shall include Documentation.

1.6 "**Ordering Document**" means a mutually agreed upon document containing mutual collaboration, and other information applicable to the Services (defined below), attached hereto and incorporated herein by reference.

Section 2. SERVICES.

2.1 Description of Services. 4Sight will provide the Monitoring Package and Licensed Software (collectively herein after the "Services") as described herein and as set forth in each Ordering Document attached hereto and as agreed upon by the Parties. During the Term of this MSA, the Parties may agree on additional Ordering Documents, and 4Sight shall provide Company with such Services, if applicable, as set forth in such additional Ordering Document. Each party hereby agrees that by referencing this MSA each Ordering

Document will be understood as implicitly incorporating by reference the terms herein, including definitions, even if the Ordering Document does not expressly do so.

2.2 License Grant. Subject to the terms of this MSA, during the Term, 4Sight grants the Company a nonexclusive, non-assignable license to use the Services at its facilities. Company may not (a) use the Licensed Software for any purpose, at any location or in any manner not specifically authorized by this MSA, (b) create or recreate the source code for the Licensed Software, or re-engineer, reverse engineer, decompile, copy or disassemble the Services, (c) modify, adapt, translate or create derivative works based upon the Services, (d) refer to or otherwise use the Services as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of the Services to compete with 4Sight, or (e) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Services or Documentation or fail to preserve all copyright and other proprietary notices. No right or license shall be implied other than the rights and licenses expressly granted in this MSA. 4Sight shall retain all ownership rights, title, and interest in the Services, subject only to the rights and licenses granted herein. Company may make copies of the Documentation for use and distribution in accordance with the terms of this MSA.

2.3 Subcontractors. 4Sight may engage subcontractors to assist with the performance of the Services.

2.4 Acceptable Use. Company and its users may use the Services only in accordance with the Documentation. Each time material modifications are made to the Services, 4Sight will make available to Company electronic updates to the Documentation. If Company continues to use the Services and makes no objections to the changes in the Documentation within ten (10) days of posting all changes and updates shall be deemed accepted. Company is responsible for all acts and omissions of its users in connection with the Services who do not comply with the terms set forth in said Documentation. During the Term, 4Sight will provide Support Services for the Licensed Software. 4Sight may in its sole discretion discontinue, modify, or replace the Licensed Software.

Section 3. COMPENSATION.

3.1 Payment.

Company shall pay 4Sight fees as per the Ordering Document for Services. After the Initial Term, 4Sight may increase the Total Annual Fees, no more than once every twelve (12) months, based upon the percentage increase in the Consumer Price Index for all Urban Consumers, U.S. City Average, All Items ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics. The percentage increase in the CPI shall be measured over the period since the commencement of the Agreement (in the case of the first increase) or since the effective date of the last price increase (in the case of any subsequent price increase). In no event shall the increase in any, one-year exceed five percent (5%). 4Sight shall notify Company in writing of any price increase at least ninety (90) days prior to the effective date of the increase.

3.2 Invoices. Unless otherwise set forth in the applicable Ordering Document, the associated payment shall be made within thirty (30) days after Company's receipt of invoice accompanied by all supporting documentation.

Section 4. RELATIONSHIP BETWEEN THE PARTIES.

4.1 4Sight is a non-exclusive independent contractor. Nothing in this MSA shall be construed to create a partnership, joint venture or other similar relationship between the Parties. 4Sight shall be solely responsible

for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to 4Sight's performance of Services and receipt of payments under this MSA.

4.2 During the Term of this MSA and for a period of one (1) year following its termination or expiration, Company represents and warrants that it will not hire, employ or contract directly or indirectly any employee of 4Sight, who became known to Company in connection with the performance of this MSA without the prior written approval of 4Sight; provided however, this provision shall not prohibit the hiring of any person that responds to general solicitations not specifically directed at employees of 4Sight.

Section 5. CONFIDENTIAL INFORMATION.

5.1 Definition. "**Confidential Information**" means any information disclosed by either Party to the other, whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information includes, but is not limited to, all product designs, capabilities, specifications, drawings, program code, work designs, models, technology, know-how, documentation, components, software (in various stages of development), test and development boards, hardware reference code and platforms, architectures, agreement terms, financial and pricing information, business and marketing plans, actual and potential customers and suppliers, the Services, Ordering Document, marketing plans, data, and other terms relating to the Services, including the terms of this MSA and other similar information that is proprietary to either Party. Confidential Information shall not include any information that: (a) was in lawful possession prior to the disclosure, as clearly and convincingly corroborated by written records, and had not been obtained by either directly or indirectly from either Party; (b) is lawfully disclosed by a third party without actual, implied or intended restriction on disclosure through the chain of possession, or (c) is independently developed by a Party without use of or access to the Confidential Information, as clearly and convincingly corroborated by written records. Confidential Information obligations in accordance to Section 5 of this MSA shall survive any termination of this MSA for five (5) year after the effective date of termination.

5.2 Requirements. The Parties agree that it shall not use or disclose in any way, other than as needed under this MSA, Confidential Information to any third parties. The Parties will disclose Confidential Information only to its Personnel having a need-to-know for the performance of the Services under this MSA. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent certain Confidential Information is required to be disclosed by either Party as a matter of law or by order of a court and/or to potential and actual acquirers, investors, underwriters and lenders, subject to non-use and non-disclosure requirements substantially the same as set forth herein. Upon termination of this MSA, a Party may deliver to the other Party instructions to destroy all materials, documents and other media (whether maintained electronically or otherwise) containing Confidential Information, together with all copies thereof in whatever form, and shall certify in writing the completion of such return or destruction, as the case may be. If it is infeasible to return or destroy Confidential Information, due to regulatory or compliance purposes, protections are extended to such Confidential Information, in accordance with the confidentiality provisions in this MSA.

5.3 Disclosure to Public and Non-public. Neither party shall use the other party's name or trademarks in any advertising, website, press release or other form of public disclosure without the prior written approval of the appropriate officer of the other party. Company agrees that 4Sight may make lawful references to Company in its marketing activities.

Section 6. INTELLECTUAL PROPERTY. Each Party shall own and retain all rights, title and interest in and to its intellectual property, and nothing in this MSA or an Ordering Document shall be deemed to grant any license or rights to the other Party.

Section 7. REPRESENTATIONS AND WARRANTIES.

7.1 4Sight hereby represents and warrants that: (a) the Licensed Software will be performed in a competent and professional manner and the Licensed Software will meet the specifications in the applicable Documentation. Customer shall notify 4Sight in writing of any breach of this warranty within thirty (30) days after completion of the Service. 4Sight's sole obligation to Customer, and Customer's exclusive remedy, for breach of this warranty is re-install the Licensed Services.

7.2 Company acknowledges that 4Sight does not represent, warrant, or otherwise promise that Company's use of the Services is a substitute for Company's or its users' existing protocols and compliance procedures.

7.3 Company acknowledges and agrees that (i) timely performance by 4Sight of its obligations under this MSA and any Ordering Document is subject to the timely provision of information and support by Company as outlined in this MSA; (ii) that the use of the Services pursuant to this MSA and Documentation are only a tool to facilitate the Company's provision of care and services to a Monitored Individual under its supervision and is only functional if the Company's users input information, appropriately maintain the Monitoring Package and apply the device in accordance with the training and Documentation; (iii) that the Services and license of the Licensed Software are only useful if such are used in strict accordance with the Documentation; (iv) that Company is solely responsible for all decisions, actions and omissions in any way related to Monitored Individual under its supervision, including but not limited to: proper assessment, monitoring, treatment and care; observation, qualification and actions of their respective employees, user or other persons; the acts and omissions of its employees, user or other persons; compliance with all applicable laws; any liability related to individual under Company's supervision, including but not limited to visitors, employees, vendors, agents or other persons in the facilities of the Company; (v) Company represents and warrants that all persons given access to the Services shall be properly trained in the use and prohibited uses of the Services; and (vi) Company is liable for, and shall indemnify 4Sight, its officers, directors, employees and agents against breaches of this MSA, or of misuse or failure to use the Services, by Company's employees, officers, directors, vendors, contractors and agents, and that of its affiliates.

7.4 Minimal Requirements. Company shall provide, configure, and maintain all hardware, software, and other minimum requirements set forth in the applicable Ordering Document, including a stable Internet connection, necessary to use the Services. Company shall maintain, at Company's sole expense, such equipment and software as 4Sight may reasonably require for 4Sight to remotely access the equipment.

7.5 Third-Party Software. 4SIGHT MAKES NO WARRANTY WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY OWNER OR LICENSOR OF THE THIRD-PARTY SOFTWARE. 4SIGHT EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

7.6 Exclusions. 4Sight's warranty obligations and other obligations under this MSA with respect to the Services are expressly conditioned upon Customer's proper use of the Services and do not include: (i) Problems that result from (a) accident, negligence, neglect, abuse, misuse, computer viruses or use other than ordinary use or use in violation of an applicable license; (b) abnormal electrical power, air conditioning, or humidity controls that cause a computer failure; (c) modifications, repairs or attempted maintenance made to the Services by anyone other than a representative of 4Sight or its authorized agents and (d)

damage during shipment; (ii) Problems relating to or caused by any hardware, network, software or hardware that was not supplied by 4Sight or hardware or software that does not meet the Minimum Requirements; (iii) Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Services is procured; or (iv) hardware with altered, modified or removed serial numbers.

Section 8. DISCLAIMER OF WARRANTIES.

8.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, 4SIGHT PROVIDES ALL SERVICES, SOFTWARE, PLATFORM AND PRODUCTS "AS IS" WITH NO WARRANTY OF ANY KIND. 4SIGHT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND 4SIGHT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE OR TRADE USAGE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY 4SIGHT, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. COMPANY WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF 4SIGHT TO ANY THIRD PARTY. To the extent that 4Sight may not, as a matter of applicable law, disclaim an implied warranty, the scope and duration of such warranty will be limited to the minimum permitted under such law.

Section 9. INSURANCE. Each Party shall carry commercial general liability and automobile liability insurance and, if applicable, worker's compensation insurance as required by law, together with employer's liability insurance coverage and professional errors and omissions liability insurance coverage. All policies shall be written by reputable insurance companies with a best's policyholder rating of not less than A VII. Such insurance shall not be cancelled or materially reduced during the Term.

Section 10. INDEMNITY; LIMITATION OF LIABILITY.

10.1 Indemnification of Company. 4Sight shall fully indemnify, defend and hold harmless Company, its affiliates, and their officers, directors, employees, agents, successors and assigns ("Company Indemnitees") from and against any and all third party claims, damages, liabilities, losses, and expenses (including any and all reasonable attorney fees, expenses and costs) incurred by or asserted against any Company Indemnitee due to: (a) any gross negligence acts or willful misconduct of 4Sight, and (b) violations of applicable laws by 4Sight. In the event of a Company Indemnitees, or if 4Sight reasonably believes the Services owned by 4Sight may infringe or misappropriate the rights of a third party, 4Sight may, in its sole discretion, and at no cost to Company Indemnitees, (a) modify Services owned by 4Sight so that it no longer infringes or misappropriates, (b) obtain a license for Company Indemnitees' continued use of the Services owned by 4Sight in accordance with this MSA and any applicable Ordering Document, or (c) terminate this MSA upon thirty (30) days' prior written notice and refund to Company Indemnitees any prepaid fees covering the remainder of the term after the effective date of termination.

10.2 Indemnification of 4Sight. To the extent permitted by applicable law, Company shall fully indemnify, defend and hold harmless 4Sight, its affiliates, and their officers, directors, employees, agents, successors and assigns ("4Sight Indemnitees") from and against any and all third party claims, damages, liabilities, losses, and expenses (including any and all reasonable attorney fees, expenses and costs) incurred by or asserted against any 4Sight Indemnitee of whatever kind or nature due to (a) the use of the Service, including use in any manner not otherwise permitted in this Agreement; (b) care and experience of Monitored Individual under Company's supervision including but not limited to: the proper assessment, treatment, monitoring and care of Monitored Individual; the supervision, qualification and actions of their respective caregivers, Company's employees, professionals or other persons; (c) the acts and omissions of Company's employee,

supervisors, agent, or representatives; (d) misuse of the Services or any component thereof; (e) any material breach under this MSA, or (f) a claim related to the gross negligence or willful misconduct of Company, its employees, or agents.

10.3 Indemnification Procedures. If any claim or action is asserted that would entitle a Party to indemnification pursuant to this Section 10 (a "Proceeding"), the Party who seeks indemnification will give written notice thereof to the other Party (the "Indemnitor") promptly (and in any event within fifteen (15) calendar days after the service of the citation or summons); provided, however, that the failure of the Party seeking indemnification to give timely notice hereunder will not affect rights to indemnification hereunder, except to the extent that Indemnitor demonstrates actual damage caused by such failure. Indemnitor may elect to direct the defense or settlement of any such Proceeding by giving written notice to the Party seeking indemnification, which election will be effective immediately upon receipt by the Party seeking indemnification of such written notice of election. The Indemnitor will have the right to employ counsel reasonably acceptable to the Party seeking indemnification to defend any such Proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided that the Indemnitor will not settle, or consent to any entry of judgment in, any Proceeding without obtaining either: (a) an unconditional release of the Party seeking indemnification (and its Affiliates and each of their respective officers, directors, employees and agents) from all liability with respect to all claims underlying such Proceeding; or (b) the prior written consent of the Party seeking indemnification. The Parties will fully cooperate with each other in any such Proceeding and will make available to each other any books or records useful for the defense of any such Proceeding.

10.4 LIMITS OF LIABILITY OF 4SIGHT

10.4.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE MSA OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. 4SIGHT SHALL NO LIABILITY TO COMPANY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE COMPANY) FOR ANY PERSONAL INJURY CLAIM BY MONITRED INDIVIDUAL.

10.4.2 EACH PARTY'S AGGREGATE, MAXIMUM LIABILITY TO THE OTHER ARISING FROM OR RELATING TO THIS MSA, OUTSIDE OF ANY CONFIDENTIALITY OBLIGATIONS CONTAINED HEREIN, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE FEES ACTUALLY PAID OR DUE TO 4SIGHT BY OR FROM COMPANY WITH RESPECT TO THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

10.4.3 Without limiting any other provision of this MSA, 4Sight may immediately cease or refrain providing services provided for under this MSA in any geographic area if in 4Sight's individual determination, the implementation or provision of services is or might be in violation of applicable laws, rules, or regulations.

Section 11. TERM AND TERMINATION.

11.1 Term. This MSA shall be effective from Company's acceptance of this MSA and shall continue until the expiration or termination of all Ordering Documents ("Term").

11.2 Termination For Cause. This MSA may be terminated by either Party in the event the other Party materially breaches this MSA and fails to cure such breach within thirty (30) days of the receipt of notice of the alleged breach. In addition, 4Sight shall have the right to terminate this MSA upon ten (10) days prior written notice in the event that Company fails to pay 4Sight in accordance with Section 3 above or Company's use of the Service in any manner not otherwise permitted in this Agreement.

11.3 Termination for Convenience. 4Sight may terminate this Agreement or Ordering Document in whole or in part, at any time upon thirty (30) days written notice, for any reason, when the 4Sight determines that such termination is in its best interests.

11.4 Immediate Termination. This MSA may be terminated immediately upon written notice by either party to the other party upon the occurrence of any of the following events: (a) the filing by or on behalf of either party of any voluntary or involuntary petition in bankruptcy, dissolution or liquidation; or (b) the assignment of fifty percent (50%) or more of the assets of either party for the benefit of its creditors.

11.5 Consequences of Termination. Upon termination of this MSA, Company agrees that it shall be responsible for payment of Services in accordance with Section 3 of this MSA subsequent to the effective date of termination if the related Services were rendered during the Term. Outstanding payment obligations in accordance to Sections 3 and Confidential Information obligations in accordance to Section 5 of this MSA shall survive any termination of this MSA.

Section 12. GENERAL.

12.1 Law/Venue. This MSA shall be governed by and construed in accordance with the laws of the State of Washington and venue shall be proper in Clallam County, WA. In the event any provision of this MSA is declared to be unenforceable the remaining provisions shall continue in full force and effect.

12.2 Arbitration. Any controversy, claim or dispute arising out of or relating to this MSA or the breach thereof shall be exclusively settled by confidential binding arbitration in accordance with the commercial rules of the American Arbitration Association ("AAA") then in effect. There shall be a single qualified arbitrator mutually chosen by the Parties in accordance with the selection and appointment procedures of the AAA. The fees charged by the AAA and costs of the arbitrator (e.g., compensation, travel, etc.) related to the arbitration shall be borne equally by the Parties. All such arbitration proceedings, including without limitation the fact of an arbitration, shall be conducted on a confidential basis and shall be deemed to be Confidential Information.

12.2 Entire Agreement. This MSA, and applicable Ordering Document incorporated by reference contain the full and complete understanding and agreement between the Parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference.

12.3 Amendments/Changes. Any modification or amendment to this MSA shall be effective only if in writing and signed by both Parties. Any change to an Ordering Document shall be documented in a written amendment mutually agreed upon and executed by the Parties (an "Amendment").

12.4 Cooperative Purchasing Clause. Any member, current or future, within the state/commonwealth shall be allowed to participate in this agreement during the life of the contract. While this clause in no way commits any agency to purchase from state or commonwealth/county/city/government entity's awarded contractor, nor does it guarantee any additional

orders will result, it does allow state or commonwealth/county/city/government entity to make use of terms and conditions (provided said agreement satisfied their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state or commonwealth/county/city/government entity shall be understood to be transactions between that state or commonwealth/county/city/government entity and the awarded vendor; the originating state or commonwealth/county/city/government entity shall not be responsible for any such purchases.

12.5 Notice. All notices required or permitted under the MSA or Ordering Document shall be in writing and delivered by any method providing for proof of delivery. Any notice shall be deemed to have been given on the date of receipt. Notices to 4Sight and Company shall be delivered to the following addresses:

4Sight, Inc. Company
633 Alvarado Street Address
San Francisco, CA 94114
Attn: John Defalco Attn:
Email: john@4sightlabs.com Email:

12.6 Assignment. This MSA shall be binding upon and inure to the benefit of the Parties hereto, their heirs, legal representatives, successors and permitted assigns. Neither Party may assign its rights and obligations under this MSA without the prior written consent of the other Party. Notwithstanding the foregoing, this MSA may be assigned by either Party to an entity which is an affiliate or subsidiary who is a successor in interest in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Any assignment or transfer of this Agreement in violation of this provision shall be null and void and of no force or effect.

12.7 No Waiver; No Modification. The failure of either Party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either Party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that Party's right to enforce such provisions or exercise such option.

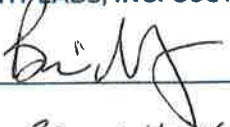
12.8 Severability. In the event any provision of this MSA is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this MSA (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

12.9 Force Majeure. Except with respect to failure to pay any amount due under this MSA, neither party shall be deemed to have breached this MSA if its delay or its failure to perform all or any part of its obligation hereunder result from flood, earthquake, fire, or other acts of God, or war, tropical weather event, blizzard, strikes, slowdowns, labor unrest, riot, civil commotion, the public enemy, power failure, computer processing or data transmission delays or difficulties, delays or difficulties in obtaining supplies, materials, or delays or difficulties relating to the performance of services provided by others, or other circumstances beyond reasonable control, or by reason of a judgment, ruling, or order of any court, agency, or competent jurisdiction, or change of law or regulation occurring subsequent to the signing of this MSA.

12.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile, email or PDF transmitted copies of this Agreement and its counterparts including facsimile, email or PDF signatures of the Parties.

IN WITNESS WHEREFORE, the Parties have executed this Agreement as of the Effective Date set forth above, with each Entity executing this Agreement on behalf of itself only, in its individual capacity.

4SIGHT LABS, INC. CUSTOMER

By:  By: _____

Name: BRIAN KING Name: _____

Title: SHERIFF Title: _____
05/15/24

Questions? Contact me



W. Jimmy Choi

V.P. of Sales

choi@4sightlabs.com

+12132076777

Approved as to Form



Deputy Prosecuting Attorney

4Sight Labs

633 Alvarado Street

San Francisco, CA 94114



AGENDA ITEM SUMMARY

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

JUN 04 2024

Department: DCD

WORK SESSION ☐ Meeting Date: 05/28/2024

REGULAR AGENDA ☐ Meeting Date: 06/04/2024

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.23.002-2 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is an amendment to the onetime (OTGP-2023-CLCoCD-00003) 2023 NOAA Congressionally Directed Spending funding being administered through WA Ecology Northwest Straits Marine Conservation Initiative FY22. Clallam County Marine Resource Committee (MRC) along with Jamestown S'Klallam Tribe has enhanced substrate for recruitment of the Olympia oyster populations in Sequim Bay by placing shell on tidelands located at Jamestown S'Klallam Tribal Tidelands near Sequim, WA. This second amendment is adding to the broodstock collection and seeded cultch to the areas where we added the substrate. Clallam County MRC and Jamestown S'Klallam Tribe have been working together to restore Olympia oysters on approximately two acres of current restoration area and one acre of new restoration area. The overall goal of this project is to expand the Olympia oyster populations in Sequim Bay, WA.

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

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

Please sign the contract on DocuSign. A DocuSign link will be sent to commissioner French. The Department of Ecology does not want a signature on paper.

County Official signature & print name: Bruce W. Emery, Bruce Emery

Name of Employee/Stakeholder attending meeting: Rebecca Mahan & Bruce Emery

Relevant Departments:

DCD

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary Olympia oyster CDS1-31-24 00003 adm 2
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



#334.23.002-2

**AMENDMENT NO. 2
TO AGREEMENT NO. OTGP-2023-CICoCD-00003
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the Clallam County Marine Resources Committee Projects (PROJECT).

The purpose of Amendment 2 is to adjust the scope of work in Task 2: Olympia Oyster Restoration in order to expand upon the restoration activities in Sequim Bay by outplanting hatchery-produced Olympia oyster seed.

There are no changes to the schedule or budget.

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

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$94,000.00

Task Title: 2. Olympia Oyster Restoration

Task Description:

The RECIPIENT will collaborate with the Jamestown S'Klallam Tribe to expand upon Olympia oyster restoration activities in Sequim Bay by developing a shell placement plan based on population assessment data, local knowledge and recruitment data, and outplanting hatchery-produced Olympia oyster seed. The RECIPIENT will place a total of 200 cubic yards of blank shell and 100 bags (equivalent to 17 cubic yards) of seeded cultch in locations known to be successful for recruitment or ideal habitat.

The shell placement plan will be formulated based on six years of population assessments; a three-year recruitment study, that illustrates spatially how Olympia oysters have recruited outside of the three existing restoration sites, and local knowledge of optimal habitat of the site. These data sets will be used to determine where shells will be added outside the current three restoration sites, and GIS will be used to pinpoint specific spots for shell placement. Additional shell will be added inside current successful restoration sites. Placement of Pacific oyster shells will include field operations, with blank shell transferred onto a landing craft and positioned at pre-determined GPS locations. Shell bags will be placed by landing craft at high tide to be accessed at low tide for spreading shells by hand.

Olympia oyster seed will be produced at the Jamestown Point Whitney Hatchery following WDFW Guidelines for Hatchery Production of Native Oyster Seed for Restoration. Broodstock will be collected from areas adjacent to restoration tidelands at the head of Sequim Bay. The brood animals will undergo a health assessment prior to hatchery spawning in May by a qualified histopathologist. The hatchery-produced seed will also undergo a health assessment prior to placement on the beach. The bags of seeded cultch will be placed at pre-determined GPS locations by skiff during high tide where blank shell enhancement has occurred. The seeded cultch will be removed from the bags and spread by hand at low tide. Broodstock will be returned to the site of collection after spawning.

Task Goal Statement:

The goal of this project is to bolster recruitment of Olympia oysters by providing additional substrate for settlement through habitat enhancement using blank Pacific oyster shells and supplementing with hatchery-produced Olympia oyster seed.

Task Expected Outcome:

Shells on the beach will naturally condition for the settlement of oysters. In subsequent years, monitoring will be conducted to determine whether Olympia oysters are settling on the new substrate and to assess the establishment and growth of the oyster bed.

Recipient Task Coordinator: Chris Burns

Deliverables

Number	Description	Due Date
2.1	Quarterly progress reports. Upload in EAGL and notify ECOLOGY Project Manager.	
2.2	Shell placement plan. Upload in EAGL and notify ECOLOGY Project Manager.	07/07/2023
2.3	Final project report, including reporting on substrate placement and seeding activities. Upload in EAGL and notify ECOLOGY Project Manager.	12/31/2024

AUTHORIZING SIGNATURES

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

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

This amendment will be effective 04/01/2024.

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

Washington State
Department of Ecology

Clallam County

By: _____

Joenne McGerr
Shorelands
Program Manager

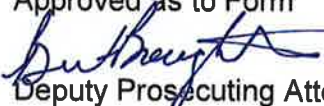
Date

By: _____

Mike W French
Commissioner

Date

Template Approved to Form by
Attorney General's Office

Approved as to Form

Deputy Prosecuting Attorney



JUN 04 2024 2d

AGENDA ITEM SUMMARY

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

Department:

DCD

WORK SESSION



Meeting Date: 5/28/24

REGULAR AGENDA



Meeting Date: 6/14/24

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.24.011 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Motion to Authorize Application |

Documents exempt from public disclosure attached: ☐

Executive summary: In February of 2024, Clallam County received an RFP from Facet Inc. (formerly DCG/Watershed) to perform professional services related to a Department of Commerce Periodic Update Grant to assist the County in updating its comprehensive plan. Staff has prepared a Professional Services Agreement, with costs not to exceed \$264,021, to begin this work. This agreement has been reviewed as to form and is ready for signature.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ No budgetary impact anticipated as funding from a Department of Commerce grant will be used and has previously been included in the DCD budget. The Contract shall not exceed \$264,021 as outlined in the Professional Services Agreement.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Review and sign this Professional Services Agreement to complete work associated with Clallam County's periodic update of its Comprehensive Plan.

County Official signature & print name: Bruce Emery

Handwritten signature of Bruce Emery in blue ink.

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

Relevant Departments: Department of Community Development

Date submitted: May 22, 2024

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Facet NW, Inc.
 Address: 9706 4th Ave NE
 Seattle, WA 98115
 Phone N^o: 425-650-1317

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 19th day of April 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____ 20____.

CONTRACTOR

A handwritten signature in blue ink, appearing to read "Dan Nickel".

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Print name: Dan Nickel

Title: Executive Vice President

Date: April 19, 2024

ATTEST:

 Loni Gores, MMC, Clerk of the Board

Originals: BOCC
 Vendor
 Initiating Department
 Copies: 5

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

Approved as to form only by:

 A handwritten signature in blue ink, appearing to read "Bert Dee Boughton".
 Bert Dee Boughton
 Civil Deputy Prosecuting Attorney
 Clallam County

SCOPE OF WORK

This scope of work covers assistance by Facet NW, Inc. (Consultant) to Clallam County (County) to help complete a periodic update of the County's Comprehensive Plan.

Task 1: Project Initiation and Coordination

Task 1.1: The Consultant will hold an initial kickoff meeting with County staff to develop a short project charter that outlines goals, roles and responsibilities, and key contacts as well as a more detailed project schedule that follows the work plan referenced in Clallam County's contract with Commerce. The Consultant will monitor task development and ensure deliverables are completed within the project schedule.

Task 1.2: The Consultant will draft a Public Engagement Plan (PEP), with assistance from County staff, to inform the County's comprehensive plan update. The PEP will guide the use of a variety of materials and techniques, such as informational posters, public notice postcards, and project brochures – for use at all types of public meetings, whether virtual or in-person open houses or Planning Commission/ Board of Commissioners meetings. This may also include identifying use of a community survey as needed to enhance opportunities for diverse community input.

The County will lead all public outreach activities, including meeting coordination, public noticing, and material preparation. The Consultant team will help support these efforts on a limited basis, as needed. This may include preparing outreach materials and attending public meetings. Due to the limited nature of these tasks, these requests will be covered under project contingency funding, as identified in the budget.

Task 1.3: Regular meetings with County staff and the Consultant team will occur throughout the project duration.

Deliverables:

- 1.1 Kickoff meeting and draft and final project charter
- 1.2 Draft and Final Public Engagement Plan
- 1.3 Regular team meetings with County staff

Assumptions:

- The County will handle the overall responsibility of managing the update process, tracking the project schedule, ensure deliverables are met, organize/schedule meetings, etc.
- The County will lead all public outreach activities and public meetings as outlined above.

Task 2: Review and Update Comprehensive Plan

Task 2.1: The Consultant will review the existing Comprehensive Plan, maps, and development regulations and processes and complete an early draft Commerce checklist.

Task 2.2: The County will take the lead on updating the Comprehensive Plan Elements. The Consultant will use the Commerce periodic update checklist completed under Task 2.1 to identify where policy changes may be needed.

Goals for making policy changes may include:

- Consistency with the Growth Management Act (building off the completed Commerce checklist)
- Consistency with the Countywide Planning Policies
- New definitions of key terms that may be added and reviewing existing definitions to ensure consistency
- Review of existing policies that dictate action to ensure they are still relevant or whether they need to be removed and modified

The Consultant will conduct a policy gap analysis of the existing comprehensive plan and prepare a memo summarizing policy and development regulations changes that will be needed to ensure consistency with the new GMA-compliant comprehensive plan. This will include example or template language for new policies as appropriate.

Task 2.3: The Consultant will also coordinate closely with County staff and County GIS data to update the County's land capacity analysis with development that has occurred since the last comprehensive plan update and provide an updated Future Land Use Map.

Task 2.4: The Consultant will help prepare a limited supplemental Environmental Impact Statement (EIS) based off the previously completed Final EIS (FEIS) to address updates to the Future Land Use Map. This does not include analysis of UGA expansions or future docket requests. Such additional items may be included under the project's contingency budget, upon request. However, given the condensed project schedule, such additional items may affect final completion. The County is the responsible entity for the EIS and will handle project management responsibilities, including timeline management. The Consultant, when specified, will be responsible for certain deliverables necessary for EIS documentation.

Task 2.5: The Consultant will update the Capital Facilities Plan in coordination with Public Works staff.

Task 2.6: The Consultant team will develop a Housing Needs Assessment and Gap Analysis that will help document the County's compliance with new housing element requirements and determine the extent of land use element changes.

Deliverables:

- 2.1 Completed draft Commerce Checklist
- 2.2 Assist County with applicable templates for Comp Plan Elements
- 2.3 Updated Future Land Use Map
- 2.4 Supplemental EIS
- 2.5 Capital Facilities Plan Update
- 2.6 Housing Needs Assessment and Gap Analysis

Assumptions:

- The County will take the lead on updating the Comprehensive Plan Elements.
- The County will update the Sewer/Water Development Plan.
- The County will update the Rural Lands Component.
- The County will lead any review/update of sub-area plans.
- The supplemental EIS to address the updated Future Land Use Map does not include analysis of UGA expansions or future docket requests.
- The County will lead the SEPA process.

Task 3: Critical Areas Ordinance

In support of the County's efforts to update its Critical Areas Ordinance (CAO), the Consultant will provide an updated review of Best Available Science and a Gap Analysis of the existing CAO to help identify areas where CAO amendments may be needed. The County will lead the preparation of any amendments to the CAO, including public review process. The Consultant will be available on a limited basis to provide input on regulatory development.

Deliverables:

- 3.1 BAS review summary
- 3.2 Gap Analysis of the existing CAO
- 3.3 Assist with regulatory updates, as needed

Assumptions:

- The County will take the lead on updating the CAO regulations.

Task 4: Review and Update of Development Regulations

The County will lead the update to the development regulations, including public review process. The Consultant will provide technical assistance, as needed, including review of the County's development regulations to help identify any deficiencies.

Deliverables:

- 4.1 Assist in identifying deficiencies in the existing development regulations

Assumptions:

- The County will take the lead on updating the development regulations, including the public review process.

Task 5: Implementation Matrix and Public Review

The County will lead the public review process, including meetings with the Planning Commission and Board of County Commissioners. The Consultant may provide support and attendance, as requested. These requests will be covered under project contingency funding, as identified in the budget.

The Consultant will provide the County with a Public Participation and Outreach Summary Report template.

Deliverables:

- 5.1 Public Participation and Outreach Summary Report template

Assumptions:

- The County will lead all public outreach activities and public meetings as outlined above.

General Assumptions

- All tasks include routine coordination (i.e., email, phone, virtual meetings) with County staff needed to complete the task.
- Comments provided to the consultant team by County staff will be consolidated.
- Deliverables will typically have one round of review by County staff. If the revised deliverable still does not meet County satisfaction, additional minor revisions will be performed by the consultant team.
- The County will record and track the public record.
- Anticipated expenses include standard per diems, mileage, and reprographic services for meeting materials. It is anticipated that the County will be responsible for the printing of all other meeting materials.
- The Consultant will perform the scope of work according to the agreed upon timeline with the goal of completing all deliverable tasks by June 30, 2025. However, many facets of these tasks, including County and Commerce coordination, public outreach efforts, and local adoption processes and timelines, may be outside of the control of the Consultant. The County is ultimately responsible for performance of the Commerce grant agreement.
- Use of project contingency funds are only to be used with County direction and approval.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee not to exceed TWO HUNDRED SIXTY FOUR THOUSAND TWENTY ONE DOLLARS (\$264,021) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

BUDGET

TASK		DESCRIPTION	TOTAL
Comprehensive Plan Update			
Task 1		Project Initiation and Coordination	\$40,894
Task 2		Review and Update Comprehensive Plan	\$115,176
Task 3		Critical Areas Ordinance	\$29,266
Task 4		Review and Update Development Regulations	\$31,845
Task 5		Implementation Matrix and Public Review	\$4,622
Expenses			\$2,218
Sub-Total			\$224,021
Project Contingency			\$40,000
TOTAL			\$264,021

GENERAL CONDITIONS

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

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

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

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

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

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

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

damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), to the extent caused by the Contractor's negligent acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death, or damage caused by or arising out of the negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

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

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

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Bruce Emery

Title: Director, Department of Community Development

Address: 223 E. 4th St, Ste 5, Port Angeles, WA 98362

Telephone: 360-417-2323

E-mail: Bruce.Emery@ClallamCountyWA.gov

Fax: 360-417-2443

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

☐ **COMMERCIAL GENERAL LIABILITY:**

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

☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY claim**

\$ per occurrence

☐ **WORKERS COMPENSATION:**

Statutory amount

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|----|----------------|
| Bodily injury, liability, including death | \$ | per occurrence |
| | \$ | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | aggregate |
- ☐ BUSINESS AUTOMOBILE LIABILITY: \$ per occurrence

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

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

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



2e
JUN 04 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

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

REGULAR AGENDA ☒ **Meeting Date: June 4, 2024**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.014 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County as Lead Applicant on behalf of North Olympic Peninsula Recompete Coalition (NOPRC) has received grant funding from the Washington State Department of Commerce to assist in the application process for EDA's Phase 2 Distressed Areas Recompete Pilot Program. The Secure Federal Funding Initiative (SFFI) grant from Commerce can fund the following activities:

- Research – Prime Age Employment Gap information.
- Economic Impact Reports – ADU
- Barge Economic Feasibility Analysis
- Purchase of IMPLAN Software Subscription
- Professional Grant Writing & Technical Services
- Technical Services for Capacity Building for Underserved Areas

The Intergovernmental Agreement with Quileute Tribe to increase the Tribes capacity to participate in the Recompete project. The Tribe will use this funding to develop their scope of work under the Tribal and Underserved Areas Project under the Recompete Plan. The total amount of this ILA is a flat \$10,000 fee to begin processing upon the execution of this agreement and preliminary reporting of scope direction by the end of June and full scopes of work development by September 30th in anticipation of Recompete awarding.

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

The has already been budgeted with the SFFI grant.

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

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

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

Staff recommends the approval of the Intergovernmental agreement.

County Official signature & print name: Angi Klahn

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn,

Date submitted: 5/29/2024

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN
CLALLAM COUNTY
AND
QUILEUTE TRIBE

THIS AGREEMENT, is entered into by and between Clallam County ("County") and Quileute Tribe ("Tribe"). The County and the Tribe may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). Clallam, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building need to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024.

NOPRC's Recompete application designated a Tribal and Underserved Areas Project to under the North Olympic Resource and Conservation Development Council ("NODC") to provided Tribal directed funding through subawards to address the Prime Age Employment Gap ("PAEG") and economic development within each Tribe.

II. SCOPE OF WORK

The Tribe will develop a scope of work for the Tribal and Underserved Areas Project should funding be awarded. The scope of work should fall within the parameters of the Recompete NOFO to assist their tribal members within the PAEG to achieve Good Jobs through workforce development and barrier removal/wrap around services and other economic development.

III. REPORTING/DELIVERABLES

The Tribe will provide the County a preliminary report on the work being done June 30, 2024.

The Tribe will provide a final report/scope of work for the Recompete Subaward by September 30, 2024, to County and NODC. The report will be used to create the subaward NOPRC is awarded the Recompete Grant.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on September 30, 2024.

V. COMPENSATION

The County will issue the Tribe a \$10,000 payment in full upon the execution of this agreement. The Tribe agrees to use these funds to complete the project in the scope of work.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VII. RECORDS, DOCUMENTS, AND REPORTS

The Tribe shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Tribe will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Tribe, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

Either party may terminate the Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

XI. WAIVER

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

XII. SEVERABILITY

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

XIII. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

AGREED:

Quileute Tribe

Clallam County

Signature

Date

Signature

Date

Mike French, Chair
Clallam County Commissioners

Name

Approved as to Form:



Title

Dee Boughton, Chief Civil Deputy
Clallam County Prosecutor's Office



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AGENDA ITEM SUMMARY

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

JUN 04 2024

Department: BOCC

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

REGULAR AGENDA ☒ **Meeting Date: June 4, 2024**

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

Item summary:

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|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.018 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

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Barge Economic Feasibility Analysis
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Professional Grant Writing & Technical Services
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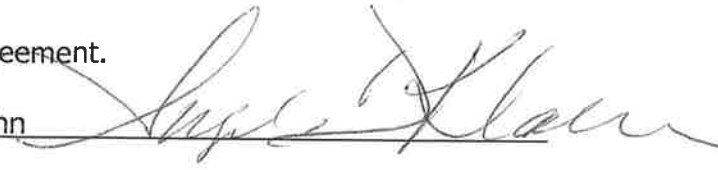
* Work Session Meeting - Submit 1 single sided/not stapled copy

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

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

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County Official signature & print name: Angi Klahn



Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn,

Date submitted: 5/29/2024

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

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

**INTERAGENCY AGREEMENT BETWEEN
CLALLAM COUNTY
AND
MAKAH TRIBE**

THIS AGREEMENT, is entered into by and between Clallam County ("County") and Makah Tribe ("Tribe"). The County and the Tribe may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). Clallam, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building need to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024.

NOPRC's Recompete application designated a Tribal and Underserved Areas Project to under the North Olympic Resource and Conservation Development Council ("NODC") to provided Tribal directed funding through subawards to address the Prime Age Employment Gap ("PAEG") and economic development within each Tribe.

II. SCOPE OF WORK

The Tribe will develop a scope of work for the Tribal and Underserved Areas Project should funding be awarded. The scope of work should fall within the parameters of the Recompete NOFO to assist their tribal members within the PAEG to achieve Good Jobs through workforce development and barrier removal/wrap around services and other economic development.

III. REPORTING/DELIVERABLES

The Tribe will provide the County a preliminary report on the work being done June 30, 2024.

The Tribe will provide a final report/scope of work for the Recompete Subaward by September 30, 2024, to County and NODC. The report will be used to create the subaward NOPRC is awarded the Recompete Grant.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on September 30, 2024.

V. COMPENSATION

The County will issue the Tribe a \$10,000 payment in full upon the execution of this agreement. The Tribe agrees to use these funds to complete the project in the scope of work.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VII. RECORDS, DOCUMENTS, AND REPORTS

The Tribe shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Tribe will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Tribe, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

Either party may terminate the Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. Non-Discrimination

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

XI. GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

XII. WAIVER

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

XIII. SEVERABILITY

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

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

AGREED:

Makah Tribe

Clallam County

Signature

Date

Signature

Date

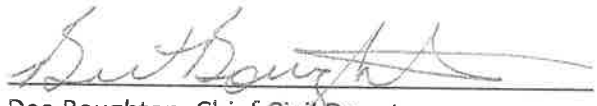
Mike French, Chair

Clallam County Commissioners

Timothy J. Greene

Approved as to Form:

Chairman
Makah Tribal Council


Dee Boughton, Chief Civil Deputy
Clallam County Prosecutor's Office



29
JUN 04 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

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

REGULAR AGENDA ☒ **Meeting Date: June 4, 2024**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.017 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County as Lead Applicant on behalf of North Olympic Peninsula Recompete Coalition (NOPRC) has received grant funding from the Washington State Department of Commerce to assist in the application process for EDA's Phase 2 Distressed Areas Recompete Pilot Program. The Secure Federal Funding Initiative (SFFI) grant from Commerce can fund the following activities:

- Research – Prime Age Employment Gap information.
- Economic Impact Reports – ADU
- Barge Economic Feasibility Analysis
- Purchase of IMPLAN Software Subscription
- Professional Grant Writing & Technical Services
- Technical Services for Capacity Building for Underserved Areas

The Interagency Agreement with Hoh Tribe to increase the Tribes capacity to participate in the Recompete project. The Tribe will use this funding to develop their scope of work under the Tribal and Underserved Areas Project under the Recompete Plan. The total amount of this ILA is a flat \$10,000 fee to begin processing upon the execution of this agreement and preliminary reporting of scope direction by the end of June and full scopes of work development by September 30th in anticipation of Recompete awarding.

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

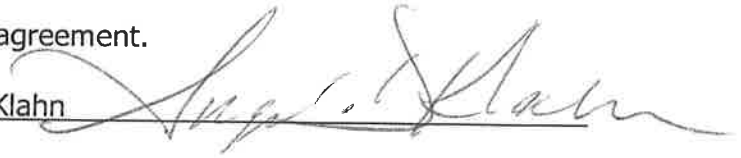
The has already been budgeted with the SFFI grant.

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

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

Staff recommends the approval of the Interagency agreement.

County Official signature & print name: Angi Klahn



Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn,

Date submitted: 5/29/2024

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

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

INTERAGENCY AGREEMENT BETWEEN
CLALLAM COUNTY
AND
HOH INDIAN TRIBE

THIS AGREEMENT, is entered into by and between Clallam County ("County") and Hoh Indian Tribe ("Tribe"). The County and the Tribe may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). County, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building need to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024.

NOPRC's Recompete application designated a Tribal and Underserved Areas Project to under the North Olympic Resource and Conservation Development Council ("NODC") to provided Tribal directed funding through subawards to address the Prime Age Employment Gap ("PAEG") and economic development within each Tribe.

II. SCOPE OF WORK

The Tribe will develop a scope of work for the Tribal and Underserved Areas Project should funding be awarded. The scope of work should fall within the parameters of the Recompete NOFO to assist their tribal members within the PAEG to achieve Good Jobs through workforce development and barrier removal/wrap around services and other economic development.

III. REPORTING/DELIVERABLES

The Tribe will provide the County a preliminary report on the work being done June 30, 2024.

The Tribe will provide a final report/scope of work for the Recompete Subaward by September 30, 2024, to County and NODC. The report will be used to create the subaward NOPRC is awarded the Recompete Grant.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on September 30, 2024.

V. COMPENSATION

The County will issue the Tribe a \$10,000 payment in full upon the execution of this agreement. The Tribe agrees to use these funds to complete the project in the scope of work.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VII. RECORDS, DOCUMENTS, AND REPORTS

The Tribe shall have ownership of all documents, including records, programs, data, memos, and other materials, created or developed under this Agreement. The Tribe shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Tribe will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Tribe, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

Either party may terminate the Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

XI. WAIVER

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

XII. RIGHTS OF THIRD PARTIES

This Agreement is solely for the benefit of the Parties and confers no rights or benefits on any third person, party, or other entity.

XIII. SEVERABILITY

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

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

AGREED:

Hoh Indian Tribe

Clallam County

Signature *Date*

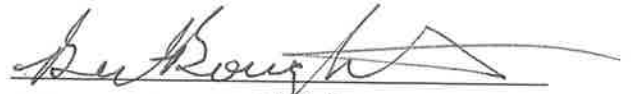
Signature *Date*

Mike French, Chair
Clallam County Commissioners

Name

Approved as to Form:

Title


Dee Boughton, Chief Civil Deputy
Clallam County Prosecutor's Office

Approved as to Form:

Katie Gargan, Tribal Attorney
Hoh Indian Tribe



2h
JUN 04 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: June 3, 2024

REGULAR AGENDA ☒ Meeting Date: June 4, 2024

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.013 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County as Lead Applicant on behalf of North Olympic Peninsula Recompete Coalition (NOPRC) has received grant funding from the Washington State Department of Commerce to assist in the application process for EDA's Phase 2 Distressed Areas Recompete Pilot Program. The Secure Federal Funding Initiative (SFFI) grant from Commerce can fund the following activities:

Research – Prime Age Employment Gap information.
Economic Impact Reports – ADU
Barge Economic Feasibility Analysis
Purchase of IMPLAN Software Subscription
Professional Grant Writing & Technical Services
Technical Services for Capacity Building for Underserved Areas

The subaward to Clallam EDC is to provide the following:

Economic Impact ADU Study \$115,000 – RFPs were run by EDC to hire a specialist.
Professional Grant Writing & Technical Services \$15,000
Direction and Analysis of ESD & DSHS working with WSU/SESRC \$30,000

The period of performance goes back to the original signing of the SFFI grant, March 18th, 2024 to June 30th, 2024.

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

The has already been budgeted with the SFFI grant.

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

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

Agenda Item Summary- EDC Subaward 6-3-2024
Revised: 3-04-2019

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

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

Staff recommends the approval of the subaward agreement.

County Official signature & print name: Angi Klahn

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn,

Date submitted: 5/29/2024

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

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

RECOMPETE – SECURE FEDERAL FUNDING INITIATIVE GRANT SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (“Agreement”) is dated as of the _____ day of _____, 2024, by and between Clallam County, a Washington political subdivision (“County”), and Clallam County Economic Development Council (Federal Tax ID 91-1167253, UEI #V157ENJSPDN7), an Associate Economic Development Organization (“ADO”) within Clallam County (“Subrecipient”).

WHEREAS, the Washington State Department of Commerce (“Commerce”) has allocated to the County \$500,000 of state grant funding from the Secure Federal Funding Initiative (“SFFI”) to support the North Olympic Peninsula Recompete Coalition (“NOPRC”) application for the Phase 2 of Economic Development Administration (“EDA”) the Distressed Area Recompete Pilot Program (“Recompete”) grant. The SFFI agreement is made a part of this agreement and included as Attachment A.

WHEREAS, the County as Lead Applicant for the North Olympic Peninsula Recompete Coalition (“NOPRC”) has applied for Phase 1 Recompete Plan Approval. EDA has selected NOPRC as one of 22 finalists from Phase 1 to compete in the Phase 2 application for Recompete Plan implementation funding. Funding if awarded would invest up to \$50 million into the two-county region of Clallam and Jefferson County.

WHEREAS, the Commerce authorizes the County to expend SFFI Funds awarded to the County to assist in the planning and development of NOPRC’s Phase 2 application. The eligible expenditures purposed as outlined in the Scope of Work are as follows:

- (1) Prime Age Employment Gap (PAEG) research from Washington State University (“WSU”), Department of Social and Health Services (“DSHS”) & Washington Employment Security Department (“ESD”).
- (2) Economic Impact Reports including ADU research;
- (3) Barge Economic Feasibility Research Analysis;
- (4) Purchase of IMPLAN Software Subscription for Economic Studies;
- (5) Professional Grant Writing and Technical Services; and
- (6) Technical Services for Capacity Building for Underserved Areas.

WHEREAS, the Subrecipient, a member of the NOPRC, has been tasked with the Economic Impact Research and Reports including the ADU for the Recompete Plan. The County and Subrecipient desire to enter into this Agreement so that the County may provide SFFI Funds for appropriate and qualifying expenditures to the Subrecipient the research studies in support of NOPRC Phase 2 application and for other reimbursement costs as specified in Attachment B, Scope of Work 1.

WHEREAS, the Subrecipient will also by providing Professional Grant Writing and Technical Services to the NOPRC application. These services will be used to provide a congruent theme and

professional presentation across all project applications. County will provide SFFI Funds for appropriate and qualifying expenditures to the Subrecipient as specified in Attachment B, Scope of Work 2.

WHEREAS, the Subrecipient will also provide the direction and guidance of their Economist to assist in the analysis, aggregation, and review of the data provided by ESD and DSHS. Due to security protocol, the data will be provided to WSU/SESRC to perform analysis per the our direction.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until June 30, 2024, unless terminated by the County in writing. The period of performance to start on March 18, 2024 to the end of contract on June 30, 2024.
2. SFFI Funds. The County agrees to provide the Subrecipient a total sum not to exceed \$160,000 of SFFI funding to facilitate the following projects related to the Recompete efforts:
 - a. \$115,000 for the Economic Impact Reports for ADU studies as specified based on eligibility criteria outlined in Attachment A and the Scope of Work #1 provided in Attachment B.
 - b. \$15,000 for technical grant writing and design presentation of the Recompete grant application based on eligibility criteria outlined in Attachment A and the Scope of Work #2 provided in Attachment B.
 - c. \$30,000 for the technical support, direction, and guidance of the staff Economist to analyze the data provided by ESD/DSHS.
3. Reimbursement Request & Reporting Requirements. To facilitate the release of SFFI Funds by the County to the Subrecipient and the County's compliance with reporting requirements for usage of SFFI funding per Attachment A, the Subrecipient may submit one A-19 equivalent request schedule per month to the County on or before the 10th day following the end of each calendar month during the term of the Agreement, detailing the expenditures disbursed by the Subrecipient based on eligible criteria, outlined in Attachment B. The County shall then distribute SFFI Funds, as requested by the Subrecipient. Such schedule may be modified with the prior approval of the County. Failure to provide any of the required documentation may result in the withholding and/or nonpayment of all or a portion of the request, and termination of the Agreement.
4. Termination. The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient.

5. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.
6. Indemnification. The Subrecipient agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.
7. Compliance with Laws, Guidelines. The Subrecipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of the Uniform Administrative Requirements, Cost Principles and Auditor Requirements for Federal Awards as set forth in 2 C.F.R. part 200 and Attachment A.
8. Maintenance and Audit of Records. The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by the Uniform Guidance for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the County for such payments upon request.
9. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Subrecipient

Clallam County Economic Development Council
Attn: Colleen McAleer, Executive Director
PO Box 1085
338 W. First Street, Suite 105
Port Angeles, WA 98362

Clallam County

Attn: RPC and Angi Klahn, BOCC Analyst
223 E 4th St, Suite 4
Port Angeles, WA 98362-3015

10. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
11. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
12. Time. Time is of the essence in this Agreement.
13. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
14. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
15. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Clallam County, Washington or as provided by RCW 36.01.050.
17. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.
18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
19. Assignment. The Subrecipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.
20. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
21. No Third-Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to Treasury

in connection with the use of SDG Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

22. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
23. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
24. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

DATED this 29th day of May, 2024.

SUBRECIPIENT

By: Colleen McAleer

Print Name: Colleen McAleer

Its: Executive Director

DATED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON**

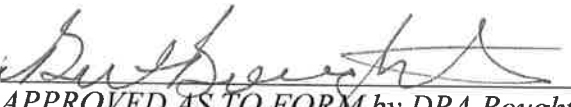
MIKE FRENCH, Chair

RANDY JOHNSON, Commissioner

MARK OZIAS, Commissioner

ATTEST:

L. Gores, Clerk of the Board



APPROVED AS TO FORM by DPA Boughton

ATTACHMENT A

INTERAGENCY AGREEMENT BETWEEN
WASHINGTON STATE DEPARTMENT OF COMMERCE
AND CLALLAM COUNTY
GRANT # 24-71310-002



Grant Agreement with

Clallam County

through

Office of Economic Development & Competitiveness

**Grant Number:
24-71310-002**

For

SFFI funding will be used to support the economic research, grant writing, and capacity expansion for underserved areas to participate in application.

Dated: Upon Execution



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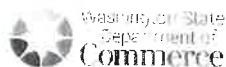
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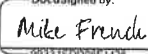
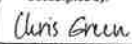
ATTACHMENT B: BUDGET 21



Face Sheet

Grant Number: 24-71310-002

Office of Economic Development & Competitiveness Securing Federal Funding Initiative

1. Grantee Clallam County 223 E 4 th Street, Suite 4 Port Angeles, WA 98362		2. Grantee Doing Business As (as applicable) N/A	
3. Grantee Representative Angi Klahn BOCC Analyst 360-417-2235 Angi.klahn@clallamcountywa.gov		4. COMMERCE Representative Josh Woodson Industry Sector Development Manager (360) 522-0429 Josh.woodson@commerce.wa.gov	
5. Grant Amount \$500,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Upon Execution
8. End Date June 30, 2024			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-6001298		11. SWV # SWV0000200-16	
12. UBI # 054-004-559		13. UEI # N/A	
14. Grant Purpose SFFI funding will be used to support the economic research, grant writing, and capacity expansion for underserved areas to participate in application.			
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			
FOR GRANTEE _____ Mike French, Chair of the Board, Clallam County Commissioner DocuSigned by:  99331FD0D9AF1426 Signature 3/15/2024 12:59 PM PDT _____ Date		FOR COMMERCE DocuSigned by:  808723CD755488 Chris Green, Assistant Director 3/18/2024 8:53 AM PDT _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$500,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 24-71310-002. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition



of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBGRANTEE DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

6. INSURANCE

~~The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.~~

~~The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.~~

~~The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date OR a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.~~



The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

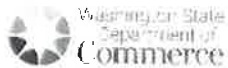
- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

The County may provide coverage under a self-insured/liability pool or self-insured risk management program. The County shall provide:

- (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

- 1) Governmental Accounting Standards Board (GASB),
- 2) Financial Accounting Standards Board (FASB), and
- 3) the Washington state Auditor's annual instructions for financial reporting. The County shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance



sheet. Washington State Department of Commerce, its agents, and employees need not be named as additional insured, as this is prohibited by the risk pool.

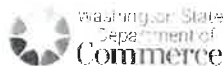
7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.



4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee 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 telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.



10. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A.** No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B.** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:



- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.



17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.



D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

22. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount



to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subgrant/subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting/subcontracting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from



subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the



Grantee to maintain and administer that property in accordance with sound management practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Project Description:

Clallam County as Lead Applicant for the North Olympic Peninsula Recompete Coalition (NOPRC) has been selected as a finalist for the EDA Distressed Area Recompete Pilot Program. Our Phase II application will be due April 25, 2024. The SFFI funding will be used to support the economic research, grant writing, and capacity expansion for our underserved areas to participate in our application.

Research Including – Prime Age Employment Gap from WSU, DSHS and ESD.

Economic Impact Reports – ADU

Barge Economic Feasibility Analysis

Purchase of IMPLAN Software Subscription for Economic Studies

Professional Grant Writing & Technical Services

Technical Services for Capacity Building for Underserved Areas

Project Activities/Deliverables:

Progress Reports should be delivered every month with other coinciding deliverables. Progress reports should detail any updates on current work around the following:

- Research projects
- Grant planning process
- Grant application development
- Capacity building technical services. Outline groups technical services are provided to.

Final Report will be delivered on June 30, 2024. Final report should provide an in-depth wrap-up of the activities within the contract period.

Goal 1: Due March 31, 2024

Initiate Research Projects, Development & Grant Planning-Progress Report 1

- Provide research project outlines and plans.

Goal 2: April 30, 2024

Research, Development & Grant Writing, Application – Progress Report 2

- Provide completed application copy for Recompete Pilot Program

Goal 3: May 31, 2024

Updates from Research – Progress Report 3



Goal 4: June 30, 2024

Research Wrap-up – Final Progress Report



Attachment B: Budget

Total Award: \$500,000

This will be a deliverables based contract, *not* a line item reimbursement.

Please outline the budget below:

Date	Cost
March 31, 2024	\$ 250,000.00
April 30, 2024	\$ 125,000.00
May 31, 2024	\$ 75,000.00
June 30, 2024	\$ 50,000.00

Special Budget Provisions:

- A. The total amount of transfers of funds between line item invoice amounts within the categories shall not exceed ten (10) percent of the total contract. If the cumulative amount of these transfers exceeds or is expected to exceed ten (10) percent, the total budget shall be subject to justification and negotiation of a CONTRACT amendment by the CONTRACTOR and COMMERCE.
- B. A sum of no more than ten (10) percent of funds may be withheld until activities and final products defined in Attachment A – Scope of Work have been successfully completed by the CONTRACTOR and accepted fully by COMMERCE.

Certificate Of Completion

Envelope Id: 70655B5DD0554BC9A AFC9E7EA4D7BE2B

Subject: Please DocuSign: Clallam County

Division:

Office of Economic Development and Competitiveness

Program: Securing Federal Funding Initiative

ContractNumber: 24-71310-002

DocumentType: Contract

Source Envelope:

Document Pages: 21

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Seirra Peace

1011 Plum Street SE

MS 42525

Olympia, WA 98504-2525

seirra.peace@commerce.wa.gov

IP Address: 198.238.200.162

Record Tracking

Status: Original

3/15/2024 12:30:34 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Seirra Peace

seirra.peace@commerce.wa.gov

Pool: StateLocal

Pool: Washington State Department of Commerce

Location: DocuSign

Location: DocuSign

Signer Events

Mike French

mike.french@clallamcountywa.gov

Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style

Using IP Address: 65.243.148.162

Timestamp

Sent: 3/15/2024 12:34:29 PM

Viewed: 3/15/2024 12:59:11 PM

Signed: 3/15/2024 12:59:47 PM

Electronic Record and Signature Disclosure:

Accepted: 3/15/2024 12:59:11 PM

ID: c3087cd4-6355-4820-8994-c473aa4931a2

Korrina Zambruski

korrina.zambruski@commerce.wa.gov

Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 198.239.106.229

Sent: 3/15/2024 12:59:48 PM

Viewed: 3/18/2024 8:39:58 AM

Signed: 3/18/2024 8:40:04 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chris Green

chris.green@commerce.wa.gov

Assistant Director

Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style

Using IP Address: 198.238.200.190

Sent: 3/18/2024 8:40:06 AM

Viewed: 3/18/2024 8:53:23 AM

Signed: 3/18/2024 8:53:27 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/15/2024 12:34:29 PM
Certified Delivered	Security Checked	3/18/2024 8:53:23 AM
Signing Complete	Security Checked	3/18/2024 8:53:27 AM
Completed	Security Checked	3/18/2024 8:53:27 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

ATTACHMENT B

SCOPE OF WORK #1

Project Description – Economic Impact Studies ADU

Timing: From 3/18/2024 to 06/30/24.

Final Deliverable: Final report written and submitted by 06/30/24.

Report Due to: Colleen McAleer at Clallam County EDC - CMcAleer@clallam.org
Angi Klahn at Clallam County – angi.klahn@clallamcountywa.gov

Scope of Work: Compile a report that consists of three key areas of focus:

A. ADU & Tiny Home Economic Impact Study

- Answer These Key Questions:
 1. Determine how many ADU's and tiny homes have been constructed in Clallam and Jefferson Counties over the last 5 years. Compare this to the number of new homes that have been built during the same period.
 2. Estimate how many property owners in Clallam and Jefferson County might be interested in owning an ADU or tiny home in the future.
 3. At what price point does an ADU or tiny home need to be sold at in order to make it accessible to the people most interested in purchasing one?
 4. Determine the potential for job creation and workforce development in the construction, design, maintenance, and management of ADUs and tiny homes.
 5. Perform a competitive analysis to look at how ADU's and tiny homes compare in pricing and key attributes. Include the price point of a custom home of a comparable size as a reference.
 6. Determine what kind of financing options exist for ADU's and tiny homes.
 7. Confirm what the bank rules are on ADU's and tiny homes.
 8. Determine what kind of home insurance options exist for ADU's and tiny homes.
 9. Confirm the regulatory requirements for ADU's and tiny homes in Clallam and Jefferson Counties.

B. ADU Supply Chain Study

- Answer these Key Questions
 1. Confirm the supply chain structure needed for producing and delivering materials, products, and services related to the manufacture of Accessory Dwelling Units (ADUs) on the Olympic Peninsula.
 2. Confirm the availability and cost of materials, products, and services needed for ADU construction, such as building materials, fixtures, appliances, and labor.
 3. Confirm the efficiency and lead times of the supply chain, going all the way from sourcing raw materials to delivering finished ADU components to the final assembly site.
 4. Determine the potential bottlenecks or constraints in the supply chain that may impact ADU development, such as the limited availability of certain materials or skilled labor shortages.
 5. Describe the opportunities for streamlining and improving the supply chain to reduce costs, increase efficiency, and accelerate ADU construction timelines.
 6. Evaluate the potential for local sourcing and production of materials and components to support the development of a sustainable and resilient ADU supply chain.
 7. Estimate the potential economic benefits of a robust and efficient ADU supply chain, including job creation, increased local industry capacity, and enhanced competitiveness in the housing market.

C. ADU Strategy Development

- From the learnings developed in parts A & B, answer these the following:
 1. What is the recommended strategy for how to maximally access the ADU market on the Olympic Peninsula?

D. Timeline

- RFP – April 2024
- Proposals vetted and winners confirmed – April 2024
- Contracts issued – by 04/30/24
- Progress reports are due to the EDC by 05/15/24, 05/31/24 and 06/15/24
- The final report is due to the EDC by 06/26/24

ATTACHMENT B
SCOPE OF WORK 2

Project Description – Technical Grant Writing and Design Presentations

Timing: March 18, 2024 to June 30, 2024

Final Deliverable: Completed grant application due 4/25/2024.
Possible other grant application market materials to be determined.

Subrecipient to provide technical grant writing services and design services to assist in the grant writing process for NOPRC's Distressed Area Recompete Pilot Project application. These services are to be provided by EDC employees and other outside contractors as need to complete the project by the April 25, 2024 deadline.

In addition to the application, if budget available, the subrecipient may be asked to help design and create marketing materials to be used to raise awareness and outline the projects of the NOPRC plan during the application review process.

SCOPE OF WORK 3

Project Description – Direct WSU/SESRC Analysis and Review DSHS & ESD Data

Timing: March 18, 2024 to June 30, 2024

Final Delivery: Complete analysis report of ESD data
Complete analysis report of DSHS data

Subrecipient to provided direction to the analysis of data being provided to WSU/SESRC from ESD. SESRC receives raw data from ESD due to security protocols. Subrecipient's Economist will work with SESRC to determine the aggregate tables they will produce with the data to inform the NOPRC's grant application coalition members.

Subrecipient Economist will review and analyze the data provided by DSHS to inform the NOPRC grant application coalition members to design and implement programs.



3a
JUN 04 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff's Office

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: June 4, 2024**

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 RFP Bid Opening |

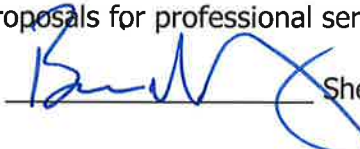
Documents exempt from public disclosure attached: ☐

Executive summary:

The BOCC called for request for proposals for professional services related to the development and completion of a Community Wildfire Protection Plan (CWPP) to be submitted no later than Tuesday, June 4, 2024, at 9:30 am.

Budgetary impact: ☒ **No Budget Impact**

Recommended action: Open request for proposals for professional services for the CWPP work.

County Official signature & print name:  Sheriff King

Name of Employee/Stakeholder attending meeting: Diane Harvey

Relevant Departments: Sheriff's Office

Date submitted: 05/29/24

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item: RFP Bid Opening Community Wildfire Protection Plan
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

3b
APR 30 2024

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Board of Commissioners is seeking proposals from interested parties to provide professional services related to the development and completion of a Community Wildfire Protection Plan. Applicants should have experience with wildfire planning, modeling, conducting wildfire risk assessments, drafting CWPPs, fuel treatment planning, development regulations, and relevant RCWs.

Sealed proposals must be received at the Board of County Commissioners by 9:30 a.m., June 4, 2024, whether by mail or hand delivery.

The sealed proposals must be clearly marked on the outside of the envelope, "Proposal – Community Wildfire Protection Planning" The address for submitting proposals by US mail is: Clallam County Board of County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362. Proposals may also be hand-deliver to the above referenced address at Room 150 (County Commissioner's Office). Documents delivered to other offices and received late by the Board of County Commissioners will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

An informational packet on preparing a proposal may be obtained Monday through Friday, from 8 a.m. to 4:30 p.m., from the Sheriff's Department, 223 East 4th Street, Suite 12, Port Angeles, Washington 98362, by calling 360.417.2520 or emailing diane.harvey@clallamcountywa.gov, or from the www.clallamcountywa.gov home page under the Bid Opportunities tab.

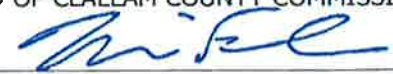
Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response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

PASSED this 30th day of April, 2024

ATTEST:


Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mike French, Chair

Publish: May 3, 2024 & May 10, 2024
Bill: Sheriff's Office



JUN 30 2024



AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 06/04/2024**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is our recommendation to award the annual supply contract for the Hot Mix Asphalt and CSS-1 Liquid Asphalt products to Lakeside Industries.

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

The 2024 Road Fund budget includes the necessary monies required for the purchase of these materials.

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

That the Board accept our recommendation and award the contract to Lakeside Industries at their total bid price of \$683,565.30, including tax. We also ask that you authorize the Chair of the Board to execute the contract documents once they are received back from Lakeside with all required documents and forms.

County Official signature & print name: Jason O'Dell, Jason O'Dell

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Public Works

Date submitted: 05/28/2024

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

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



Clallam County Public Works Department

223 E. Fourth St., Suite 6

Port Angeles, WA 98362-3000

360-417-2379 Fax: 360-417-2513 E-mail: web_roads@co.clallam.wa.us

May 28, 2024

Honorable Board of Clallam County Commissioners

Clallam County Courthouse

223 E. Fourth St., Suite 4

Port Angeles, WA 98362

Re: Bid Award – 2024 HMA Requirements Supply Contract

Commissioners:

Today, the Board of Commissioners opened bids for the 2024 HMA Requirements Supply Contract. The lowest responsible bidder for this project was Lakeside Industries, Inc. of Port Angeles, Washington. A bid tabulation sheet is attached showing the results of that bid opening.

We recommend the award of this contract to Lakesides Industries, Inc. at their total bid price of \$683,565.30, including tax. We also recommend that you authorize execution of the contracts by the Chair of the Board once the Contractor has approved and signed the contracts and returned them with the required proof of insurance and U.B.I. certification.

Thank you for your consideration regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Jason O'Dell".

Jason O'Dell, P.E.

Acting County Engineer

() APPROVED

() DISAPPROVED

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Date: _____

BID TABULATION SHEET - " 2024 Hot Mix Asphalt Requirements " - BID OPENING " May 28, 2024 "

			Lakeside Industries, Inc. P.O. Box 728 Port Angeles, WA 98362 360-452-7803 360-457-7932 fax		ENGINEER'S ESTIMATE	
APR QTY	UNIT	DESCRIPTION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
6,000	TON	Commercial HMA -- 3/8"	\$ 89.00	\$ 534,000.00	\$ 91.00	\$ 546,000.00
50	TON	CSS-1 (for tack coat or fog seal)	\$ 950.00	\$ 47,500.00	\$ 950.00	47,500.00
300	TON	EZ Street Asphalt (or approved equal)	\$ 154.00	\$ 46,200.00	\$ 158.00	47,400.00
		Subtotal		\$ 627,700.00		\$ 640,900.00
		Sales Tax Rate	8.90%	55,865.30	8.50%	54,476.50
		TOTAL		\$ 683,565.30		\$ 695,376.50
		Point of Delivery:		Port Angeles Plant		
Beginning and Ending Dates Material will be available in 2024:			04/01/2024-10/31/2024			

JUN 04 2024



AGENDA ITEM SUMMARY

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

Department: Noxious Weeds

WORK SESSION ☒ Meeting Date: May 28, 2024

REGULAR AGENDA ☒ Meeting Date: June 4, 2024

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

On April 30, the Board of County Commissioners passed a resolution calling for a public hearing on whether the Lake Sutherland Management District #2 should be renewed after it expires on December 31, 2024. The public hearing is scheduled for June 4 at 10:30am. Following this public hearing, and providing that there is no public testimony that persuades the Board of County Commissioners to stop the renewal process, this item asks the Commissioners to pass a resolution submitting the renewal of the Lake Sutherland Management District #2 to a vote of the affected property owners.

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

The assessment collected through the LMD would affect the 2025 budget.

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

On behalf of the Lake Sutherland Management District Steering Committee, this department recommends that the Board adopt this resolution, submitting the question of renewal to a vote of affected property owners and setting a ballot deadline of July 9, 2024.

County Official signature & print name: Christina St John

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Noxious Weeds

Date submitted: May 21, 2024

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

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

Agenda Item Summary_resolution calling for vote

Revised: 3-04-2019



RESOLUTION _____, 2024

SUBMITTING RENEWAL OF LAKE SUTHERLAND MANAGEMENT DISTRICT 2 TO A VOTE
OF PROPERTY OWNERS PURSUANT TO RCW. 36.61.070

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Board of County Commissioners for Clallam County adopted Resolution 39 setting out its intention to consider renewing Lake Sutherland Management District 2 on April 30, 2024.
2. A public hearing was held on June 4, 2024 to consider renewal of Lake Sutherland Management District 2 and to hear any objections from persons affected by the renewal of Lake Sutherland Management District 2 or other public comments regarding the proposal.
3. Representatives from the Department of Ecology and Department of Fish and Wildlife had the opportunity to make presentations and comments on the proposal.
4. Renewal of Lake Sutherland Management District 2 is in the public interest, evidenced by the following:
 - a. Properties that are adjacent to the lake or have direct access all benefit significantly from the proposed Lake Management District program.
 - b. Containment and removal of Eurasian watermilfoil, which can inhibit multiple recreational activities such as boating swimming and fishing, diminish aesthetic and economic values, and impair water quality and wildlife habitat, is a benefit to all lake residents who have significant opportunity to enjoy the lake through active and passive recreation.
5. The financing of the lake improvement and maintenance activities is feasible since the revenues to be raised is consistent with the activities set out in the proposed plan for Lake Sutherland Management District 2.
6. The plan for proposed lake improvement and maintenance activities avoids adverse impacts on fish and wildlife and provides for measures to protect and enhance fish and wildlife as follows:
 - a. Manage Eurasian watermilfoil and other non-native, invasive plants in Lake Sutherland to meet recreational and aesthetic needs, fish and wildlife habitat requirements and ecosystem and groundwater concerns.
 - b. Employ best practices based on environmental safety and efficacy.
 - c. Monitor the level of Eurasian watermilfoil and other non-native, invasive plants and recommend and implement action to control and eradicate it within Lake Sutherland.
 - d. Maintain an advisory committee of property owner's representatives to direct the efforts and funds of the LMD under county guidelines.
7. Lake Sutherland Management District 2 will be renewed for a period of ten years, 2025-2034.
8. The amount to be raised through rates and charges is \$38,800 per year, with a total maximum of \$388,000 to be collected over the duration of the District.
9. The rate and charges to be imposed is a flat fee of \$100 per parcel per year. Revenue bonds will not be issued.

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

1. That the question of whether to renew Lake Sutherland Management District 2 will be submitted to a vote of the property owners within the proposed district.
2. That ballots for said question be returned to the Office of the Clallam County Commissioners, 223 East 4th Street, Suite 4, or hand-delivered to Room 150, Port Angeles, WA, 98362 no later than 4:30 p.m. July 9, 2024.

PASSED AND ADOPTED this 4th day of June, 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

**BALLOT ON RENEWAL OF CLALLAM COUNTY
LAKE MANAGEMENT DISTRICT 2
FOR LAKE SUTHERLAND**

**RETURN BY MAIL OR IN PERSON TO THE OFFICE OF THE COUNTY
COMMISSIONERS BY 4:30 P.M. ON July 9, 2024.¹ (SEE ATTACHED
INSTRUCTIONS AND RESOLUTION FOR ADDITIONAL INFORMATION.)**

SHALL LAKE MANAGEMENT DISTRICT 2 BE RENEWED?

YES _____

NO _____

Signature of property owner

Signature of property owner (if applicable)

**Property you own within the proposed District (according to the records of the
County Assessor) and proposed Lake Management District charges to this
property are shown below. One vote is allocated per whole dollar of proposed
LMD charge, as stipulated by RCW 36.61.080.**

(Property Owners)

(Parcel Number)

Your Interest in parcel: _____ %

Your Charge: \$_____/year

¹ Chapter 36.61 RCW requires receipt of the ballot at the above address by the designated time. Ballots received after that time are not valid, even if postmarked earlier.

INSTRUCTIONS

BALLOT OF PROPERTY OWNERS ON RENEWAL OF CLALLAM COUNTY LAKE MANAGEMENT DISTRICT 2 FOR LAKE SUTHERLAND

1. The purpose of this ballot is to determine whether to renew Lake Management District 2 for Lake Sutherland. The County Commissioners have previously held a hearing on this proposal and are now submitting the issue to a vote of property owners. All property owners within the boundaries of the proposed district may vote on this issue.
2. Ballots must be received by 4:30 p.m. on July 9, 2024 by the Office of County Commissioners, 223 East 4th Street, Suite 4 or hand-delivered to Room 150, Port Angeles, WA 98362. Chapter 36.61 RCW requires receipt of the ballot at the above address by the designated time. Ballots received after that time are not valid, even if postmarked earlier.
3. All ballots must be signed by the owner or reputed owner of property according to the Assessor's tax rolls. Other owners including spouses may sign in addition to the owner as shown. Each property owner shall mark his or her ballot for or against the proposed renewal of Lake Sutherland Management District 2.
4. The number of votes accorded each property owner is one vote per dollar of proposed Lake Management District charge, as stipulated by RCW 36.61.090.
5. Property owners with multiple parcels within the proposed district may receive more than one ballot in a single ballot packet. Be sure to mark, sign, and return **each** ballot.
6. The ballots shall be tabulated and a simple majority of valid votes cast shall determine whether the proposed Lake Management District shall be approved or rejected.
7. If the District is approved, the County Commissioners will hold an additional public hearing for the specific purpose of considering appeals or corrections to assessments. All property owners in the District will be mailed notice of this hearing; the notice will include specific proposed assessments for each parcel.
8. If you no longer own this property or think you have otherwise received this ballot in error, please contact the County immediately.

Please direct any questions to Christina St John, Clallam County Noxious Weed Control coordinator at (360) 417-2442 or christina.stjohn@clallamcountywa.gov.



AGENDA ITEM SUMMARY

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

JUN 04 2024

Department: DCD

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 6-4-2024

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

Item summary:

Call for Hearing

☐ Contract/Agreement/MOU - Contract #

☐ Resolution

☐ Proclamation

☐ Budget Item

Draft Ordinance

☒ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Proposed amendments to Clallam County Code, Title 21.01 – Building and Construction, to update references to appendices that were previously adopted in the 2018 International Model Codes to the current 2021 International Model Code year.

Clallam County currently utilizes the 2021 International Model Codes to review building construction throughout the County. The 2021 editions of the International Model Codes (Residential, Building, Fire, Mechanical, Existing Building, Fuel Gas Codes), 2021 Washington State Energy Code and the 2021 Uniform Plumbing Codes were reviewed, amended, and adopted into Washington State Law by the Washington State Building Code Council pursuant to chapters 19.27 and 70.92 RCW. These new codes became effective on March 15, 2024. Clallam County must amend Title 21 to update references adopting model code appendices to the 2021 building code edition reference date.

The proposed text changes to Clallam County Code, Title 21.01 will update the previously adopted model code appendices from the 2018 code editions to the appropriate 2021 building code edition reference date. There are no proposed changes to the text of the appendices themselves.

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?)

Call for hearing to adopt ordinance amending sections of Clallam County Code Title 21.01.

County Official signature & print name:

Bruce W. Emery, Bruce Emery

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

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

Agenda item Summary 2024

Revised: 3-04-2019

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

Name of Employee/Stakeholder attending meeting: Annette Warren, Building Official

Relevant Departments: DCD

Date submitted: 05-08-2024

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

Agenda item Summary 2024
Revised: 3-04-2019

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

Amending Clallam County Code Title 21, Building and Construction,
Chapter 21.01 Building and Construction Code

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 21.01.010, Purpose, is amended to read as follows:

The purpose of this chapter is to adopt certain appendices of the ~~2018-2021~~ International Building Code, ~~2018-2021~~ International Residential Code, ~~2018-2021~~ International Fire Code, ~~2018-2021~~ International Mechanical Code, and ~~2018-2021~~ Uniform Plumbing Code, adopt the 1997 Abatement of Dangerous Buildings Code, and adopt certain bluff setback standards. This chapter provides for minimum construction standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within Clallam County and certain equipment specifically regulated herein.

Section 21.01.015, Definitions , is amended to read as follows:

For the purpose of this chapter, certain terms or words herein shall be interpreted as specifically defined in this chapter. All other words in this chapter shall have the meanings as specified in the International Building Code, Plumbing Code, Mechanical Code, Fire Code, or applicable regulation:

(1) "Agricultural building" means a structure designed and constructed to house farm implements, hay, grain, poultry, livestock, or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged nor shall it be a place used by the public.

(2) "Building code" means the Clallam County building code, consisting of the following codes: the Washington State Building Code, which includes the codes amended and enumerated in RCW [19.27.031](#); the International Building Code; the International Residential Code; the International Mechanical Code; the International Fire Code; the Uniform Plumbing Code; the Washington State Energy Code; Chapter [43.22A](#) RCW, Mobile and Manufactured Home Installation; and any other ordinances of Clallam County as enumerated in this chapter.

(3) "Board of Appeals" means the Clallam County Building Code Board of Appeals.

(4) "Building Official/Fire Marshal" means the officer or other designated authority charged with the administration and enforcement of the Clallam County building code, or a duly authorized representative.

(5) "Department" means the Clallam County Department of Community Development.

(6) "Director" means the Director of the Clallam County Department of Community Development.

Section 21.01.020, Contractor registration, is amended to read as follows:

No building permit will be issued to a contractor without proof that said contractor is registered as a contractor with the State of Washington as per Chapter [18.27](#) RCW.

Section 21.01.030, Public health and sanitation, is amended to read as follows:

(1) It shall be required, prior to approval of a building permit for any structure containing or requiring on-site sewage disposal facilities, unless the structure is attached to an approved sewage

disposal facility, that the applicant receive written approval of the Environmental Health Division of the Clallam County Department of Health and Human Services for such on-site sewage disposal facilities as may be necessary.

(2) It shall be required, prior to approval of a building permit for any structure containing or requiring potable water, that the applicant provides proof of potable water pursuant to RCW [19.27.097](#).

Section 21.01.040, International Building Code, is amended to read as follows:

Appendix C, Agricultural Buildings, Appendix G, Flood-Resistant Construction, and Appendix I, Patio Covers, of the ~~2018-2021~~ International Building Code (IBC) are hereby adopted by reference. Appendix G, Flood-Resistant Construction, also applies to residential development and construction under the ~~2018-2021~~ International Residential Code.

Section 21.01.045, Work exempt from permit, is amended to read as follows:

Section 105.2, Work exempt from permit, under the International Building Code (IBC) and International Residential Code (IRC) is adopted and amended as follows:

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

1. The work exempt from permit under IRC Section 105.2 (1) is amended to read: One-story detached buildings used as tool and storage sheds, garages, playhouses, agricultural buildings and similar uses, provided that such buildings are for private use only and are accessory to single family dwellings and provided the floor area does not exceed 400 square feet. Eaves may project not more than 24 inches beyond the wall line.

~~2. The work exempt from permit under IBC Section 105.2(1) is amended to read: One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 120 square feet.~~

~~32.~~ The work exempt from permit under IBC Section 105.2 (6) is amended to read: Sidewalks, and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.

~~43.~~ The work exempt under IBC/IRC Sections 105.2 is amended to include the following exemption: Minor construction and alteration activities to single-family dwellings (R-3 and IRC) and their accessory structures where the total valuation, as determined by the Building Official or as documented by the applicant to the satisfaction of the building official, does not exceed \$1,500 in any 12-month period; provided that, the construction and/or alteration activity does not affect any structural components or reduce existing egress, light, air, and ventilation conditions. This exemption does not include electrical, plumbing, or mechanical activities. The permit exemption shall not otherwise exempt the construction or alteration from the substantive standards of the codes enumerated in Section [19.27.031](#) RCW, as amended and maintained by the state building code council under Section [19.27.070](#) RCW.

54. The work exempt under IRC Section 105.2 (10) is amended to read: Decks not more than 30 inches vertically above grade at any point measured horizontally 36 inches from the edge of the deck to adjacent grade.

Unless otherwise exempted, separate plumbing, electrical, and mechanical permits will be required for work exempt under IBC/IRC Section 105.2 and as amended in this Section.

Section 21.01.050, Uniform Plumbing Code, is amended to read as follows:

Appendix D, Sizing Stormwater Drainage Systems; and Appendix E, Manufactured/Mobile Home and Recreational Vehicle Parks, of the ~~2018–2021~~ Uniform Plumbing Code (UPC) as published by the International Association of Plumbing and Mechanical Officials are hereby adopted by reference.

Section 21.01.060, International Mechanical Code, is amended to read as follows:

Appendix A, Combustion Air Openings and Chimney Connector Pass-Throughs, of the ~~2018~~ 2021 International Mechanical Code (IMC) as published by the International Code Council is hereby adopted by reference.

Section 21.01.070, International Fire Code, is amended to read as follows:

Appendix E, Hazard Categories, and Appendix F, Hazard Ranking, of the ~~2018–2021~~ International Fire Code (IFC) as published by the International Code Council (ICC) are hereby adopted by reference.

ADOPTED this _____ day of _____, 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEN:

Randy Johnson

Loni Gores, M.A.C., Clerk of the Board

Mark Ozias