



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, May 28, 2024 – 9:00 a.m.

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

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

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

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

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

Administration ? 9 a.m.

1. Calendar/Correspondence
2. Resolution submitting renewal of Lake Sutherland Management District 2 to a vote of property owners pursuant to RCW 36.61.070

Resolution 

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

Purchase order 

4. Agreement with 4Sight Labs to deploy overwatch sensors

Agreement 

Community Development

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

Agreement amendment 2 

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

Agreement 

Board of Commissioners

7. Letter to Department of Natural Resources regarding City of Port Angeles Trust Land Transfer (1d)*

Letter 

General Discussion/Items for Future Agendas

- A. Department of Transportation Highway 101 Project Discussion (June 10 at 9 a.m.)
- B. Department of Natural Resources Meeting (June 17 at 1 p.m.)
- C. Department of Natural Resources Meeting (August 19 at 1 p.m.)
- D. Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)
- E. Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. ? hosted at BOCC)
- F. Department of Natural Resources Meeting (November 18 at 1 p.m.)
- G. Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

MAY 28 2024

(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

Agenda Item Summary_resolution calling for vote

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

Revised: 3-04-2019

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



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)

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)



CLALLAM COUNTY SHERIFF'S DEPT
Accounts Payable
223 East 4th Street, Suite 12
Port Angeles, WA 98362
360-417-2567

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

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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 Tellinghisen

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



4

AGENDA ITEM SUMMARY

MAY 28 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

A handwritten signature in black ink, appearing to read "B. King", written over a horizontal line.

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 Indemnitee, 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: Brian King 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

[Signature]

Deputy Prosecuting Attorney

4Sight Labs

633 Alvarado Street

San Francisco, CA 94114



MAY 28⁵ 2024

AGENDA ITEM SUMMARY

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

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



DEPARTMENT OF
ECOLOGY
State of Washington

#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

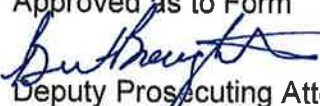
Date

By: _____

Mike W French
Commissioner

Date

Template Approved to Form by
Attorney General's Office

Approved as to Form

Deputy Prosecuting Attorney

6



AGENDA ITEM SUMMARY

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

MAY 28 2024

Department: DCD

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 # 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

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

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

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:

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.

MAY 28 2024



AGENDA ITEM SUMMARY

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

Department: BOCC/Revenue Advisory Committee

WORK SESSION ☒ Meeting Date: 5-28-24

REGULAR AGENDA ☒ Meeting Date: 5-28-24

Item summary:

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

Executive summary:

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 Department of Natural Resources DNR reached out to inform the Board of Commissioners BOCC that the review of Trust Land Transfer applications for the 2025-2027 biennium that includes State Forest Lands is now open.

DNR received one application in Clallam County that includes State Forest Lands – a request from the City of Port Angeles to transfer 3,082 acres of DNR-managed trust lands in the Elwha River watershed to the city to manage for conservation. Of those lands, 1,877 acres are managed to support Clallam County and junior taxing districts, primarily through the sustainable harvest of timber.

DNR will be accepting comments regarding the Trust Land Transfer proposals through June 1.

The Revenue Advisory Committee RAC met on May 20 and voted to forward a recommendation on the City of Port Angeles's Trust Land Transfer application to the BOCC.

BOCC will review the recommendation from RAC and vote on a draft letter submitted by Commissioner Johnson (RAC Vice Chair) regarding the City of Port Angeles application.

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

Review letter to Department of Natural Resources and recommend approval.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Revenue Advisory Committee – Commissioner Johnson, Finance Department

Date submitted: 5-21-22

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

DNR RAC City of Port Angeles Trust Lands Transfer 5-28-24
 Revised: 3-04-2019

**Proposed draft letter
Commissioner Johnson**



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

Board of Clallam County Commissioners

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

TODD MIELKE, County Administrator

May 28, 2024

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

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

Dear Mr. Welker,

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

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

Based on the RAC's unanimous recommendations, the Clallam County Commissioners agree with their recommendation; namely that the TLT recommendation is not moved forward to committee, and that all parcels currently on hold or consideration for transfer be placed back on the active harvest schedule.

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

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

Enclosure: Revenue Advisory Committee Recommendation Letter



Clallam County Revenue Advisory Committee

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

May 20, 2024

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

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

Board of Commissioners:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thank you for your consideration.

Sincerely,



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

Letter from DNR & Copy of City of PA's application



**DEPARTMENT OF
NATURAL RESOURCES**
**COMMISSIONER OF PUBLIC
LANDS OFFICE**
1111 WASHINGTON ST SE
MS 47001
OLYMPIA, WA 98504-7001
360-902-1000
WWW.DNR.WA.GOV

April 23, 2024

Clallam County Commissioners
223 E 4th Street, Suite 4
Port Angeles, WA 98362

Dear Clallam County Commissioners,

We are reaching out to you to inform you that the opportunity for county review of Trust Land Transfer applications for the 2025-27 biennium that include State Forest Lands (lands that support your county government) is now open.

DNR received one application in Clallam County that includes State Forest Lands – a request from the City of Port Angeles to transfer 3,082 acres of DNR-managed trust lands in the Elwha River watershed to the city to manage for conservation. Of those lands, 1,877 acres are managed to support Clallam County and junior taxing districts, primarily through the sustainable harvest of timber.

Given your request in December 2023 to create a collaborative relationship between our agency and county officials, we want to ensure that you have an opportunity to provide feedback regarding the City of Port Angeles' Trust Land Transfer application, which is attached.

The parcels included in the City's application have generated significant revenue for trust beneficiaries and continue to produce regular revenue for beneficiaries, while also protecting and growing habitat for the marbled murrelet, Northern spotted owl, and Taylor's checkerspot butterfly under DNR's State Uplands Habitat Conservation Plan. Future timber sales remain planned inside the boundaries of the proposed Trust Land Transfer indicate an ongoing potential for these lands to generate revenue for both present and future generations.

These are prime forestlands, zoned for forestry, blocked up with other DNR-managed lands, facing limited development pressures, and close to milling infrastructure. These parcels are not economically underperforming and their transfer may compromise the management of other trust parcels that benefit Clallam County and junior taxing districts west of Port Angeles.

DNR will be accepting comment regarding all of the Trust Land Transfer proposals through May 15, and emails can be sent to dnrtltprogram@dnr.wa.gov.

Clallam County Commissioners

April 23, 2024

Page 2 of 2

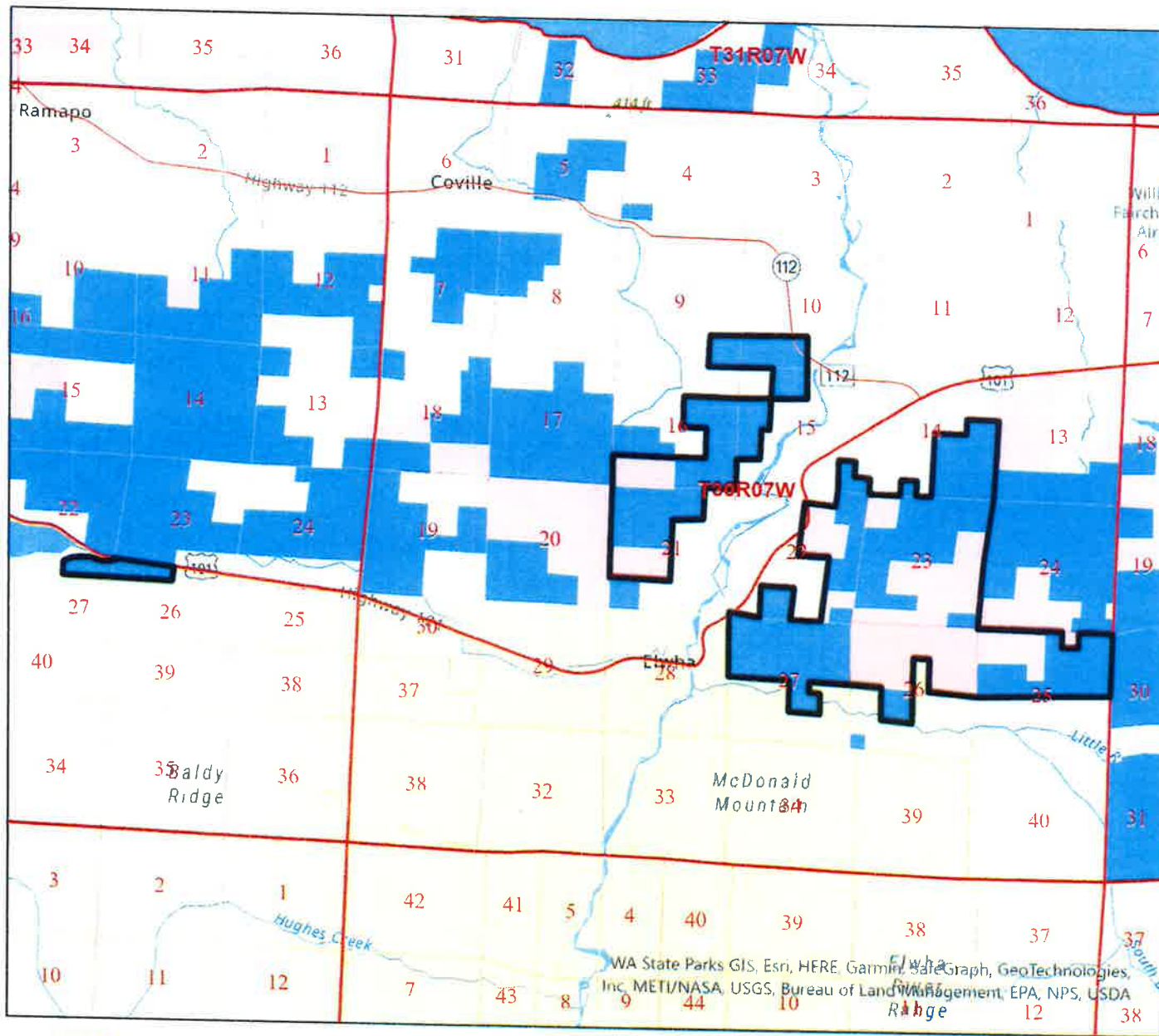
For more information on the Trust Land Transfer process, please [click here](#). If you have any further questions, please reach out to Program Manager Kenny Ocker at kenny.ocker@dnr.wa.gov or 360-810-1217 and he will be happy to assist you.

Sincerely,

A handwritten signature in blue ink that reads "Todd Welker".

Todd Welker
Deputy Supervisor, State Uplands

Port Angeles - Elwha Clallam County Trust Ownership Map



Legend

- Survey - Section Lines
- Public Land Survey Townships
- DNR Managed Surface Lands by Surface Trust
- Common School (3)
- State Forest Transfer (1)
- Other DNR-Managed Lands
- State Outline
- County Boundaries

Survey - Section Lines

Highway Shields

ROADSYM

(112) 112

Highways

U.S.

State

Survey - Section Lines

Highway Shields

ROADSYM

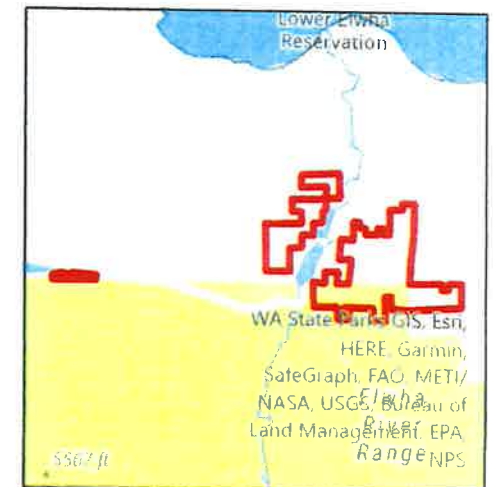
(112) 112

Highways

U.S.

State

Elwha



WASHINGTON STATE DEPT OF
NATURAL RESOURCES



0 0.350.7 1.4 2.1 2.8
Miles

Disclaimer: Extreme care was used during the compilation of this map to ensure accuracy. However, due to changes in ownership and the need to rely on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions and, therefore, there are no warranties which accompany this material.

Trust Land Transfer Program Parcel Application Cover Sheet

Date: 9/29/2023

Name of parcel: Elwha Watershed Protection Project

County/counties in which parcel is located: Clallam

Contact Information

Provide contact information as indicated below. All fields are required unless indicated otherwise.

A receiving agency also can serve as an applicant, in which case the receiving agency primary contact name and applicant name would be the same. The primary contact at the receiving agency does not need to be the same person who signs the receiving agency's letter of intent.

➤ Applicant

Name: Nathan A. West

Professional affiliation (if any): City of Port Angeles

Job title (if any): City Manager

Mailing address*: 321 E Fifth Street Port Angeles, WA 98362

Best phone number to reach you: 3604174500

Email address: nwest@cityofpa.us

*Optional

➤ Receiving Agency

Name of receiving agency: City of Port Angeles

Mailing address: 321 E Fifth Street Port Angeles, WA 98362

Primary contact name: Nathan West

Job title: City Manager

Primary contact phone number: 3604174500

Primary contact email address: nwest@cityofpa.us

Trust Land Transfer Program Parcel Application

Fill out this application to nominate a parcel of state trust lands for the Trust Land Transfer (TLT) Program. All fields are required. Submit the following attachments with your application:

- A map of the proposed parcel. Include section boundary lines for geographic reference so DNR can map the parcel in its GIS data system.
- A letter of intent from the receiving agency to accept and manage the parcel (required). The letter must be signed by someone at the receiving agency who has the authority to accept the transferred parcel.
- Letters of support from the community, receiving agency, advocacy groups, neighborhood associations, or others. Letters of support are optional but strongly recommended. If you need more time to obtain letters of support, you may submit them separately from your application. Letters should be sent to dnrtltprogram@dnr.wa.gov no later than April 1, 2024.

Submit this application, including the cover sheet and requested attachments, to dnrtltprogram@dnr.wa.gov by 5pm on September 30, 2023. Make sure the application is signed by both the applicant and the primary contact at the receiving agency. The primary contact does not have to be the same person who signs the receiving agency letter of intent.

Please do not send attachments that are not specifically requested in this application, such as fact sheets, press releases, or other materials. These additional attachments will not be reviewed or provided to the advisory committee for use in scoring. Also, do not send photos. If your parcel is considered eligible for the TLT program, you will be asked to give a presentation to the advisory committee; photos can be included in your presentation.

For more information on the TLT program and instructions for filling out this application, visit www.dnr.wa.gov/managed-lands/land-transactions/trust-land-transfer.

Part A: Parcel, Applicant, and Receiving Agency Names

Date: 9/29/2023

Name of parcel: Elwha Watershed Protection Project

Applicant name: Nathan A. West

Name of receiving agency: City of Port Angeles

Name of primary contact at receiving agency: Nathan West

Part B: Parcel Information

Parcel Location and Zoning

if the entire parcel is in one county, fill out the top three lines only. if the parcel crosses county boundaries, provide information for the portion of the parcel that is located in each county.

County in which parcel is located: Clallam

Township, range, and section: See Attachment A

Current zoning: RCC3 and RCC5

County in which parcel is located:

Township, range, and section:

Current zoning:

County in which parcel is located:

Township, range, and section:

Current zoning:

Total, estimated number of acres in proposed parcel: 3089

Does this parcel include State Forestlands?

☒

Yes

☐

No

If yes, approximately how many acres of State Forestlands does this parcel include?

Parcels that are worth \$15 million or more, or have 4,500 or more total acres require a pre-nomination meeting with DNR and the receiving agency before July 1, 2023.

If your parcel meets this criteria, indicate the date on which the meeting occurred:

DNR strongly recommends a pre-nomination meeting with DNR and the receiving agency for parcels that include 1,000 acres or more of State Forestlands, regardless of the parcel's total size or value. The meeting should take place before July 1, 2023.

If your parcel meets this criteria, did you attend a pre-nomination meeting?

☐

Yes

☒

No

Date on which the meeting occurred: N/A

Parcel Description

Describe the topography. For example, is the parcel flat, hilly, or mountainous?

Terrain in the Elwha watershed can best be described as hilly. Elevations in the parcels range from sea level to just under 800 feet. The relatively subtle variations in topography reflect the geologic history of the watershed, with uplift of the Olympic mountains later smoothed and shaped by glaciers and the constant, eroding processes of the Elwha River and its tributaries, Indian Creek and Little River.

What is the dominate vegetation type (for example, forested, grassland, shrub-steppe)? If forested, is the entire parcel forested or does the parcel have a mix of forest and open areas?

The dominant vegetation type in the Elwha watershed are dry Douglas-fir dominated forests which are unique to the rainshadow climate found only on this part of the North Olympic Peninsula. Within this dry climate zone, the forests respond to micro-climates and variations in topography. Mesic sites with higher soil moisture or fog can feature a high cover of western red cedar with associated moist site indicator understories of sword fern and salmonberry. Drier sites host madrone, ocean spray and baldhip rose. Elwha watershed uniquely features balds hosting less common meadow species.

Are there barns, boat launches, public restrooms, or other facilities on the parcel? If yes, describe. If the parcel has been leased for agriculture or other uses, describe any improvements the leaseholder has made, if known.

These parcels feature public trails including the Olympic Adventure Route of the Olympic Discovery Trail. Numerous other important community trails are located on these properties. There are no other noteworthy facilities on these parcels.

Describe any unique physical features of the parcel, such as local landmarks or water bodies.

The most unique feature of the parcels is the floodplain of the Elwha River, and its important tributaries Little River and Indian Creek. The parcels are adjacent to or include parts of these waterbodies and associated floodplains.

Due to the history of forest management, the parcels include a mix of forest stand ages and conditions, ranging from 100+ year old naturally regenerated forests with complex canopy structure, to very recent clearcuts.

Part C: Prioritization Criteria

In the following section, address four of the five prioritization criteria that the advisory committee will use to prioritize the parcels for transfer¹. Answer all questions succinctly. Refer to the [prioritization criteria summary](#) for information on how each criterion is scored.

This application does not include Criterion Five, tribal support. DNR and the receiving agency together will conduct tribal outreach and provide a summary of comments received to the advisory committee in a separate document.

DNR records and files are subject to the Public Records Act ([RCW 52.46](#)). In addition, DNR will post applications for eligible parcels on its website. Do not include any confidential or sensitive information in your application that cannot be made public. For example, do not provide specific location information for rare or unique plants or specific descriptions and location information for archaeological sites, artifacts, or other sensitive cultural resources.

To protect personal contact information such as email addresses and phone numbers, the cover sheet on this application will be removed before the application is posted.

➤ ***Criteria One: Community Involvement and Support***

This criterion gauges the level of community involvement and support for transfer of the proposed parcel. This criterion does not address tribal support. As noted above, tribal support is assessed through a separate process.

When scoring your parcel for this criterion, the advisory committee will consider letters of support from local citizens, local organizations, local elected officials, interest groups, volunteers, public agencies, and others, in addition to the information in your application. These letters are optional but encouraged. You may provide these letters to DNR with your application, or send them to DNR separately from your application package by April 1, 2024.

¹ Some deed restrictions will be placed upon the parcel when it is transferred. Restrictions may include mineral reservations (RCW 79.11.210), ability to purchase road access (RCW 79.36.370), specific easement reservations to protect remaining state trust lands, and/or restrictions on future, permitted uses of the property for the grantee (receiving agency) and their successors (in the event the parcel is conveyed to a new owner, or the receiving agency changes their name). Use restrictions will be based on the specific legislation that authorizes and funds the transfer. DNR also may consider a DNR proprietary use and management restriction on the parcel associated with DNR's *State Trust Lands Habitat Conservation Plan* (HCP). DNR will consult the intended TLT recipient on any proposed, proprietary HCP encumbrance language prior to the transfer.

Has the community been provided an opportunity to learn about the proposed transfer and share their thoughts? If yes, describe efforts made to engage with the community.

Yes. Community awareness and concerns about logging in the Elwha River Watershed date back to the “Aldwell” timber sale. The community has expressed significant concerns about logging on state land in the Elwha River Watershed and has supported the proposed transfer of the land as a solution. Local residents active with the Elwha Legacy Forests coalition held two educational forums at the Port Angeles library. Hundreds of flyers and informational materials have been distributed in public places, including farmers markets and the County fair. The Board of Clallam County Commissioners held a work session discussing revitalization of the trust land transfer program, and in that forum numerous community members have expressed their support for trust land transfer as a revenue replacement option to protect lands in the Elwha River Watershed. On September 19, 2023, the Port Angeles City Council discussed the proposed transfer and voted unanimously to direct the City to submit this application pertaining to lands in the Elwha River Watershed.

Describe the level of involvement and support from the community for the transfer, including local citizens, local organizations, local elected officials, interest groups, volunteers, public agencies, and others.

The City of Port Angeles has received a substantial number of complaints and concerns regarding the protection of these State forest lands. No less than 228 emails have been received by Council and staff. City Council has taken action on multiple occasions to protect and support the integrity of the Elwha Watershed. These actions have included proclamations, letters, direction to staff and support of local organizations working towards the same results. City Council has held Open Public Meetings where discussion of protecting these portions of our watershed have been included. Those meetings took place on October 18, 2022, September 20, 2022, April 4, 2023, May 16, 2023, September 5, 2023 and September 15, 2023. City representatives have attended multiple Board of Natural Resource meetings, and County Commission meetings providing testimony on the protection of these watershed lands.

A broad group of residents, organizations and state and local lawmakers have voiced their support for protecting forests in the Elwha River Watershed. Nearly 2,500 people have sent letters seeking cancellation of the Power Plant timber sale.

Explain any known opposition to the transfer and any efforts to mitigate or address this opposition. Provide an explanation of why the transfer should move forward despite any community opposition.

There is no known opposition to the transfer. Emails directed to City Council have been for the protection of this forestland and watershed rather than against. Of the 228 emails referenced in the above question only one was in opposition to the Council's position. While some concerns may arise from junior taxing districts, most of those districts depend on the long term protection of the Elwha River water supply for their viability.

Describe any outreach efforts specifically to overburdened communities, underserved populations, or vulnerable populations, and summarize any feedback received from these groups.

The City of Port Angeles is largely made up of a population that can be classified within Federal guidelines as one that is an overburdened community that is also underserved and vulnerable population as this community is heavily reliant on our tourism industry as a major economic driver. The tourism sector of the community economic survivability is largely dependent on the responsible use of an ever vulnerable reliable water supply.

Specific outreach activities have centered around the discussions at City Council meeting forums and discussions, local housing community events and at forums for residents and staff to discuss water concerns such as at the County Fair.

The community is well aware of the vulnerability of the city only having but a single source of drinking water through the Elwha River and our need to continually protect that precious resource especially in these times of post Elwha River Dam Removal. Additional reminders of the importance to protect the Elwha River watershed flows and the precarious conditions present with a single source of life sustaining water on our residents especially given the annual water conservation emergency directives that they receive when the flows of the Elwha River reach perilous levels during mid to late summer into the fall months of the year.

➤ ***Criteria Two: Ecological Values***

Ecological values are the water, minerals, biota, and other factors that make up natural ecosystems and support native life forms. Examples of high ecological values include but are not limited to the following:

- Habitat for fish and wildlife species, including federal or state endangered, threatened, or sensitive species; and/or wide-ranging migratory species, especially winter range for these species.
- Opportunities to create larger blocks of high-quality habitat.

- Federal or state endangered, threatened, or sensitive plant species.
- Forests that meet the definition of old growth in DNR's *Policy for Sustainable Forests*.
- Other ecological traits that make this parcel significant on a global, regional, state, ecosystem, or watershed level.

Describe the specific ecological values of the proposed transfer. Include the ecological and biological quality of wildlife habitat and the habitat's role in supporting these species. If discussing endangered, threatened, or sensitive plant species, do not provide specific location information.

Forested parcels in the Elwha Watershed offer very high quality habitat due to the mix of forest age classes and forest types found within it, in particular the structurally complex older forest, with large diameter Douglas -fir and western red cedar trees. This whole area occurs within the rainshadow of the Olympic Mountains, resulting in unique forests which have adapted to the relatively dry climate conditions and occur only in this limited geographic area. The parcels offer high quality habitat for a broad mix of species, from amphibians to passerine birds. Importantly, these forests are contiguous with documented habitat for the endangered marbled murrelet. The forests in the Elwha Watershed, and especially these parcels adjacent to the Elwha River, play an important part in restoration of the watershed where over \$360 million dollars has been spent to restore native fish populations including federally listed Bull Trout and Chinook. Intact forest structure is an essential component of a hydrologic cycle beneficial to fish retain and cool surface water, reduce sediment delivery to the Elwha and guard against low flows in the summer.. Older forests such as those included in these parcels provide the additional important ecological benefit of storing and sequestering atmospheric carbon. Maintaining intact forests as well as reducing road construction associated with logging prevents the carbon loss to the atmosphere from the logging, and maintains the impressive carbon capturing power older forests provide.

Lastly, these forests enhance the climate resilience to climate stressors, and reducing the risks of blowdown, wildlife, landslides and flooding.

Describe the proximity of this parcel to other conserved areas (public, private, or tribal). Will this transfer create larger blocks of quality habitat?

These parcels are adjacent to the Elwha Project Lands, areas conserved as part of the Elwha dam removal project. They link to the Olympic National Park, thus increasing the connectivity between less disturbed forest tracts south to north along the Elwha and creating and enhancing blocks of larger quality habitat used by many species including elk, deer, cougars and bears.

These parcels are in close proximity to the Lower Elwha Klallam Tribe Creation site a location that is highly important to the Tribe's culture and history.

Describe the stewardship or management practices of the receiving agency to perpetuate the ecological values of the parcel. For example, does the agency have the ability to manage, monitor, and protect these values once the parcel is transferred? How would the parcel fit within long-term management plans?

The City of Port Angeles is a full-service city providing residents with a staff who routinely professionally practice in the areas of land management stewardship, Civil and Environmental Engineering and one with a fully staffed fulltime employee Fire Department. The City is well positioned to protect the ecological values of this parcel as a protective armor watershed especially given that it is a key sustainability component for the viability of our community. Protection of the Elwha River watershed is a major component of our Water Management Plan and is embraced in the mission and values expressed in our Climate Resiliency Plan. Management of this parcel is in the long term interest of the city and as such will be an important component of our long-term management plan.

➤ **Criteria Three: Economic Values**

This criterion addresses the potential positive or negative economic impact of the proposed transfer on local economic industries and the extent of those impacts. Examples of economic industries include but are not limited to the following:

- Local recreation
- Local tourism
- Forest products
- Non-forest products
- Local public services
- Shellfish
- Agriculture

In your answer, do not address the impacts to local industries of ceasing DNR's trust management activities on the parcel, now or in the future. Examples of these activities include timber harvest or leases for agriculture, grazing, or other uses. If a parcel is being nominated for this program, chances are that few, if any, of these activities are occurring on the parcel now, and the potential for these activities occurring in the future is low. DNR assesses this potential in detail when it conducts the "best interests of the trusts" analysis.

Instead, address the potential economic implications (positive or negative) of the parcel becoming a park, open space, nature preserve, or similar designation. For example, will the transfer:

- Attract more visitors to the area, who will spend money with local businesses?
- Provide additional protection of water resources, which will protect a local fish or shellfish industry?
- Affect agriculture, timber harvest, grazing, or other revenue-generating activities currently occurring on adjacent or nearby private properties?

- Affect future development plans for the local area?
- Affect the delivery of public services, such as a water pipeline, transmission line, or other infrastructure?

Describe the positive economic values of this transfer.

The City of Port Angeles has 13 large employers that produce in excess of 100 jobs each. All of these employers rely heavily on a consistent and dependable water supply. For most, their business model would not succeed without potable and industrial water. Therefore our jobs and local businesses that depend on the Elwha water supply are critical to maintaining our limited economic base. Port Angeles is also the economic center of the Olympic Peninsula with well over 400 businesses that rely on adequate fire flow via City services and the Elwha River. By protecting all of the subject parcels and ultimately the watershed the jobs of hundreds of businesses will be retained. Port Angeles sees over 3 million tourists annually and our tourism sector is a major driver in the local economy. The subject parcels host critical segments of the Olympic Discover Trail Adventure system which host numerous events annually. These events generate overnight stays and service industry activity that sustains the area economy. Protecting these properties helps maintain the environmental quality that enables the Olympic Peninsula to be a tourist destination. For visitors and locals the parcels maintain accessible cover of salal, ferns, mosses and berries harvested for sale for flower arrangement and holiday decorations. The parcels identified have limited economic viability from irregular timber harvest due to encumbrances and the need to protect their many unique environmental characteristics.

Describe the negative economic values of this transfer, and any potential strategies for mitigating those impacts.

There may be some short-term timber revenue loss to junior taxing districts and temporary or short-term loss of jobs. Strategies for the transfer will include working with local taxing districts and state legislators to mitigate impacts until replaced timber lands are acquired.

➤ Criteria Four: Public Benefits

A public benefit is something that has a positive effect on the general public or one or more groups of people. Examples of public benefits include but are not limited to the following:

- Park, open space, nature preserve, or similar designation
- Opportunities for resource-based recreation that are scarce or unavailable in the local area
- ADA-accessible recreation opportunities
- Distinctive scenic or aesthetic features
- Documented archeological, non-tribal cultural, or historically significant sites (Indicate if these features are present but do not describe them or indicate where on the parcel they are located)
- Scientific research opportunities and outdoor education opportunities

Describe the current public benefits provided by the parcel. Including any existing recreational uses.

The public benefits provided by these parcels include recreational and ecosystem services.

Access to conserved lands, trails, and parks is crucial to quality of life. Research shows that conservation and open spaces promote our well-being and improves both physical and mental health. Recreational use of this parcel includes birding, hiking, walking, trail running, mountain biking, gravel biking, climbing, horseback riding, trail and trials motorcycle use. These activities occur not only on or near the Olympic Adventure Route, but also through networks of informal trails spread throughout the parcels.

We do not have any adequate mechanism to economically calculate the many and valuable public benefits provided by the ecosystem services these parcels provide. Mature forest canopy and associated soils improve water quality by capturing precipitation, filtering surface pollutants, and slowing runoff, therefore keeping surface water cool and maintaining in-stream summer flows. Further, forests remove air pollutants that endanger human health and damage structures.

These mature forests provide the public benefit of mitigating the effects of climate change.

Public benefit related to City of Port Angeles water supply.

Describe the public benefits that would result from the transfer. For example, transferring this parcel could expand existing public recreational access to the parcel, or provide new access.

The main public benefit is to further bolster the security of the City and County water supply. Short-term job loss associated with a decrease in logging activities in the transferred parcels, is mitigated by the local economic benefits of a more secure water supply, enhanced recreation and tourism, and increased job opportunities in ecological forest management. The transfer also will further opportunities that promote non-timber forest practices such as: harvesting berries, salal etc. The City would further highlight the high value of ecosystem services already identified in the DNR report entitled Trust Lands Performance Assessment Project: Charting a Course for the Future (https://www.dnr.wa.gov/publications/em_tlpa_lege_report_complete.pdf). This report illustrates an annual value of ecosystem services in the amount of \$990 million and the social cost of carbon of forested areas as \$16.56 billion.

Identify the communities that would be served by the parcel, including any overburdened community, underserved population, or vulnerable population that might receive direct public benefits from this transfer.

The City of Port Angeles, Clallam County residents will be directly served by the protection of these parcels. The City transmits water to the Clallam Public Utility District beyond City boundaries serving over 30% of the County's population. Dry Creek Water and the Lower Elwha Klallam Tribe also rely heavily on the Elwha River for water. Port Angeles has long been an economically disadvantaged community with income levels far below the State average. Our local underserved populations will continue to benefit from the non-forest timber products accessible throughout these parcels.

Describe how the proximity of the proposed transfer to these communities may increase the benefits you describe.

Local access to recreational opportunities and non-forest timber products will be retained. The proximity to Port Angeles and other underserved communities enables easy access for local needs.

Cite any publicly reviewed or adopted plans that support the need for the public benefits identified. Provide a link to these plans if available.

<https://www.cityofpa.us/DocumentCenter/View/5994/Water-System-Plan-2018?bidId=> Water System Management Plan

<https://www.cityofpa.us/DocumentCenter/View/11771/2022-Climate-Resiliency-Plan---Final>
Climate Resiliency Plan

<https://www.cityofpa.us/937/Comprehensive-Plan>

Part D: Receiving Agency

How will the receiving agency manage this parcel? Will the parcel be managed as a park, open space, nature preserve, or similar designation? Include information on how you will preserve the parcel's ecological values and public benefits. If the parcel is forested, describe plans (if any) to maintain or improve forest health and reduce wildfire risk.

The City of Port Angeles will manage these parcels as open space. Recreational access will be maintained. Where needed to improve forest health and reduce wildfire risk, the City may elect to develop forest management plans under which ecological forest methods including selective forest thinning might be applied.

Is there a comprehensive or landscape management plan that would apply to this parcel once it is transferred? If yes, include a hyperlink to the plan, if available.

See plans mentioned above most specifically the Water Systems Management Plan and Climate Resiliency Plans. Additional plans will be developed as necessary upon transfer.

<https://www.cityofpa.us/DocumentCenter/View/5994/Water-System-Plan-2018?bidId=> Water System Management Plan

<https://www.cityofpa.us/DocumentCenter/View/11771/2022-Climate-Resiliency-Plan---Final>
Climate Resiliency Plan

Has the acquisition of this parcel been identified in planning documents as a priority? If yes, briefly explain why.

The acquisitions of these specific parcels have not been called out in planning documents, however, the motives for the transfer are incorporated throughout City policy documents with the message being protect the City's water supply. As noted in prior responses multiple Council actions have also recently been taken which effectively act as City policy. Most notable is the City Council action at the September 19th meeting where Council considered and approved the TLT approach and authorized the submission of the application.

How will the receiving agency fund the management of this parcel?

The City of Port Angeles works with numerous non-profit partners that assist with maintaining public properties and facilities. The City also has over 250 employees. Protection of the Elwha River watershed is a key component of our Water Management Plan and is embraced in the mission and values expressed in our Climate Resiliency Plan. Management of this parcel is in the long term interest of the city and as such will be an important component of our long-term management plan.

Part E: Summary Statement

In 300 words or fewer, summarize why you think this parcel is a good candidate for the TLT program.

The parcels identified are critical contributors to the Elwha River water supply and therefore impact a large portion of the Clallam County water supply for residents and businesses alike. Department of Natural Resources (DNR) standard practices for these properties lack the protection necessary to ensure the timberlands within these parcels protect critical watershed infiltration. Even with DNR standard practices timber harvest should not occur on slopes equal to or greater than 35%. Calculations for slopes equal to or greater than 35% within the proposed TLT area is 1,498 acres. The forests within these parcels act as an infiltration bank that maintain healthy flows of tributaries and groundwater into the Elwha River. A transfer to the City will ensure the the protection of the watershed is at the forefront of parcel planning and management.

Part F: Signatures

➤ Applicant

The information I have provided is true to the best of my knowledge.

Nathan A. West

09/29/2023

Signature

Date

City Manager

City of Port Angeles

Job Title (if any)

Professional affiliation (if any)

➤ Receiving Agency*

*If the receiving agency is acting as the applicant, check this box and leave rest of this section blank.



I have reviewed this application and the information is true to the best of my knowledge.

Signature

Date

Job Title

Professional affiliation (if any)

Part G: Glossary

Old-growth forest: Per DNR's *Policy for Sustainable Forests*, forest stands of at least 5 acres that are in the most structurally complex stage of stand development, sometimes referred to as the fully functional stage of stand development, with a natural origin date prior to 1850, generally considered the start of European settlement in the Pacific Northwest. Examples of structural complexity include multiple canopy layers, snags, gaps in the forest canopy, and fallen trees on the forest floor.

Overburdened community: A geographic area where vulnerable populations face combined, multiple environmental harms and health impacts, and includes, but is not limited to, highly impacted communities as defined in RCW 19.405.020 (ESSSB 5141 Sec. 2 (11)). "Highly impacted community" means a community designated by the department of health based on cumulative impact analyses in RCW 19.405.140 or a community located in census tracts that are fully or partially in "Indian country" as defined in 18 U.S.C. Sec. 1151.

Resource-based outdoor recreation: Outdoor recreation that is dependent on a particular element or combination of elements in the natural and cultural environments that cannot be easily duplicated by humans. Examples include but are not limited to trail use, camping, boating, swimming, picnicking, and nature study.

Underserved populations: Populations who face barriers in accessing victim services, and includes populations underserved because of geographic location or religion, underserved racial or ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age) and any other population determined to be underserved by the Attorney General or the Secretary of Health and Human Services, as appropriate (34 USC § 12291(a)(39)).

Vulnerable populations: Population groups that are more likely to be at higher risk for poor health outcomes in response to environmental harms (ESSSB 5141 Sec. 2 (14)). "Vulnerable populations" includes, but is not limited to: (i) Racial or ethnic minorities; 11 (ii) Low-income populations; 12 13 (iii) Populations disproportionately impacted by environmental harms; and 14 15 (iv) Populations of workers experiencing environmental harms.

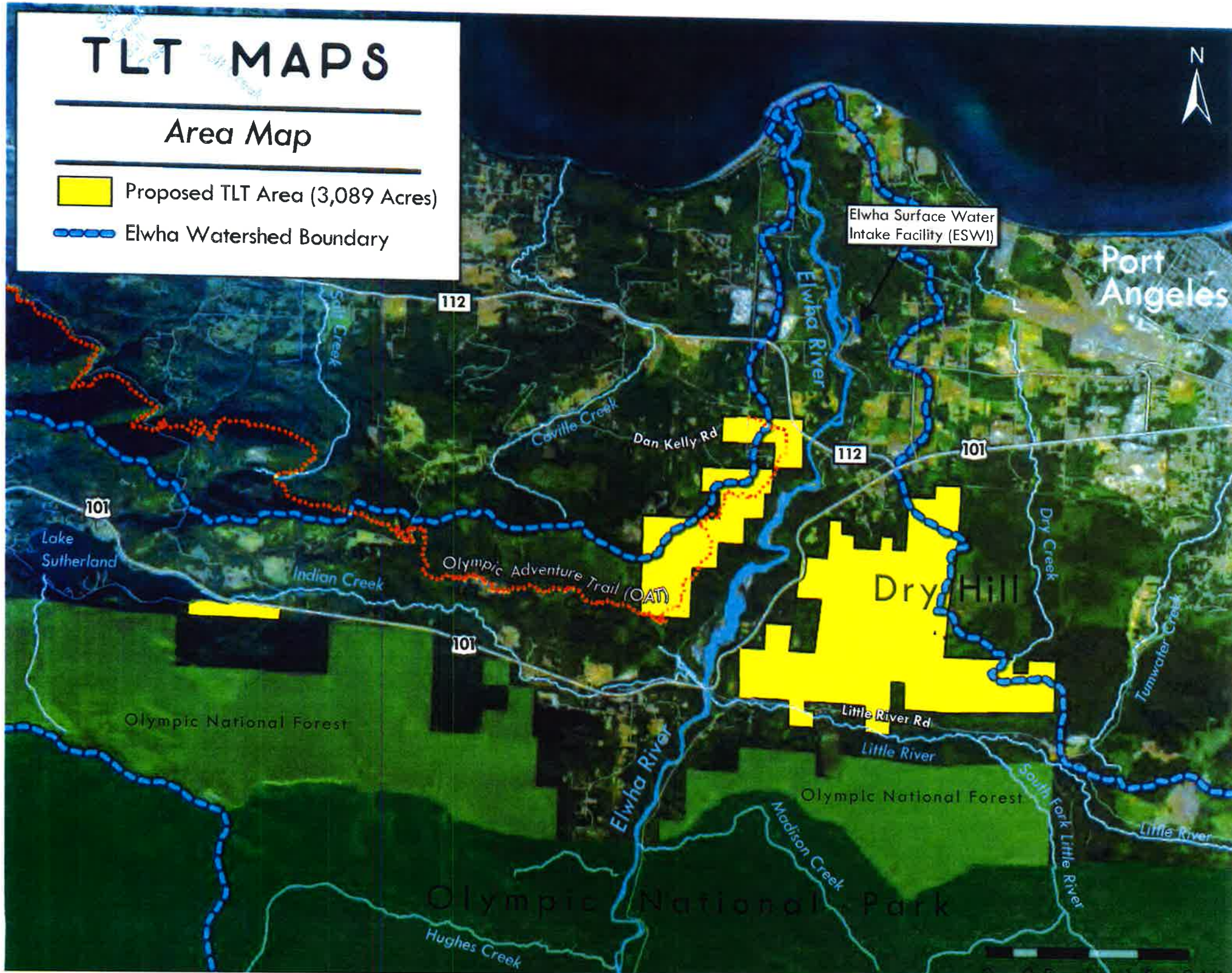
Attachment A

Name	DNR Parcel Sys	DNR Parcel Acres	Section	Zoning	Trust
Parched	5621	31	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched	5622	21	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched	5674	44	T30 R6W s23	RCC3 and/or RCC5	Common Schools and Indemnity
Parched	16442	42	T30 R6W s23	RCC3 and/or RCC5	Common Schools and Indemnity
Parched	5620	279	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched	5623	21	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched	16441	227	T30 R6W s23	RCC3 and/or RCC5	Common Schools and Indemnity
Parched Total		665			
Elwha West	5594	40	T30 N R7W s9	RCC3 and/or RCC5	
Elwha West	5600	45	T30 N R7W s10	RCC3 and/or RCC5	
Elwha West	5595	86	T30 N R7W s10	RCC3 and/or RCC5	
Elwha West	5602	181	T30 N R7W s16	RCC3 and/or RCC5	
Elwha West	5603	5	T30 N R7W s16	RCC3 and/or RCC5	
Elwha West	5601	72	T30 N R7W s15	RCC3 and/or RCC5	
Elwha West	5605	80	T30 N R7W s16	RCC3 and/or RCC5	
Elwha West	5615	194	T30 N R7W s21	RCC3 and/or RCC5	
Elwha West	11643	78	T30 N R7W s21	RCC3 and/or RCC5	
Elwha West		781			
Elwha East	5597	189	T30 N R7W s14	RCC3 and/or RCC5	
Elwha East	5598	10	T30 N R7W s14	RCC3 and/or RCC5	
Elwha East	5599	31	T30 N R7W s15	RCC3 and/or RCC5	
Elwha East	5617	42	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	5618	105	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	5619	15	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	5626	252	T30 N R7W s25	RCC3 and/or RCC5	
Elwha East	5629	346	T30 N R7W s29	RCC3 and/or RCC5	
Elwha East	5627	42	T30 N R7W s26	RCC3 and/or RCC5	
Elwha East	116393	41	T30 N R7W s26	RCC3 and/or RCC5	
Elwha East	116427	26	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	116428	4	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	116429	78	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	116434	277	T30 N R7W s26	RCC3 and/or RCC5	
Elwha East	116435	106	T30 N R7W s25	RCC3 and/or RCC5	
Elwha East Total		1564			
Indian Creek	5669	37	T30 N R8W s22	RCC3 and/or RCC5	
Indian Creek	5671	42	T30 N R8W s23	RCC3 and/or RCC5	
Indian Creek Total		79			
Elwha Watershed Protection Project Acreage Total		3089			

TLT MAPS

Area Map

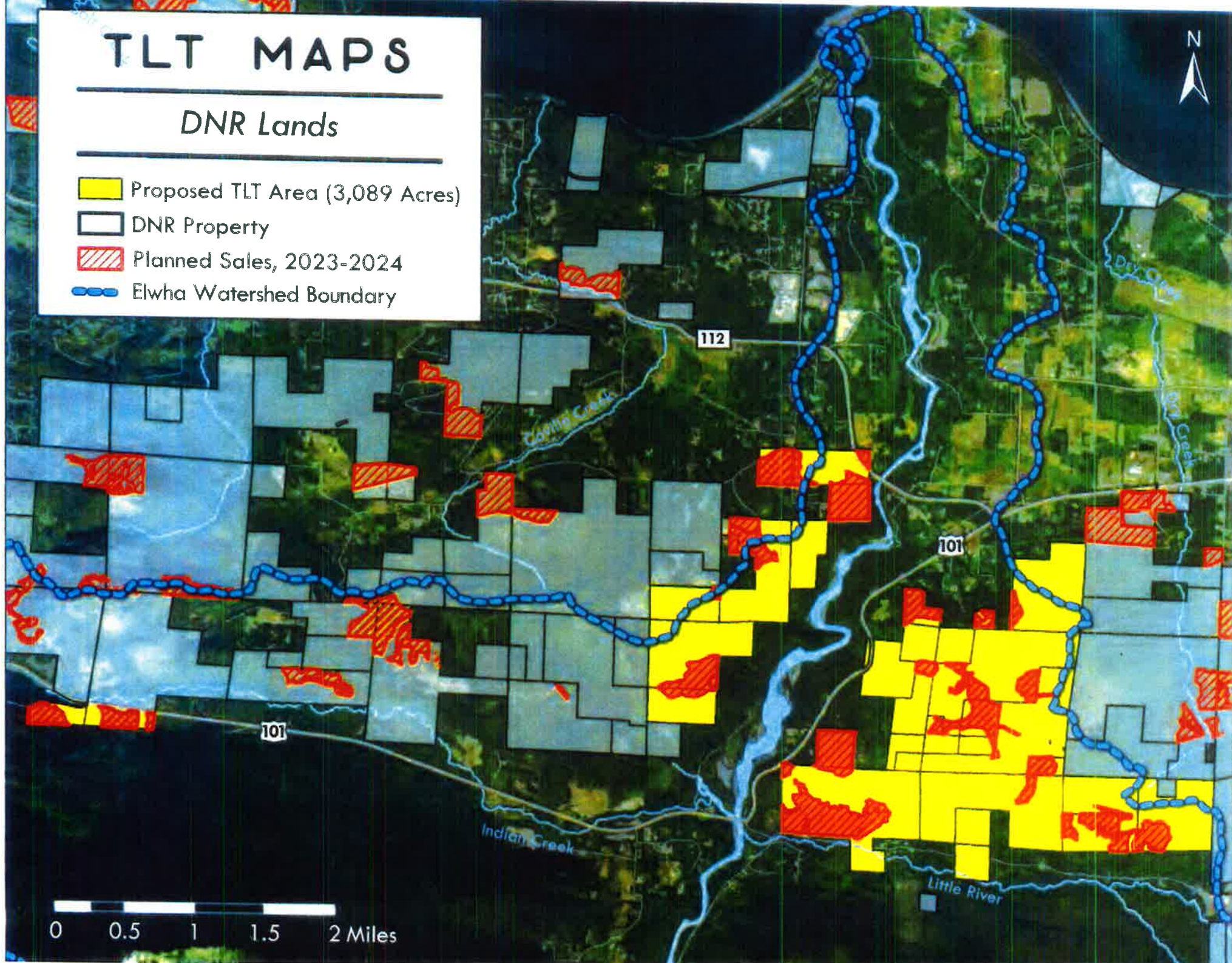
-  Proposed TLT Area (3,089 Acres)
-  Elwha Watershed Boundary



TLT MAPS

DNR Lands

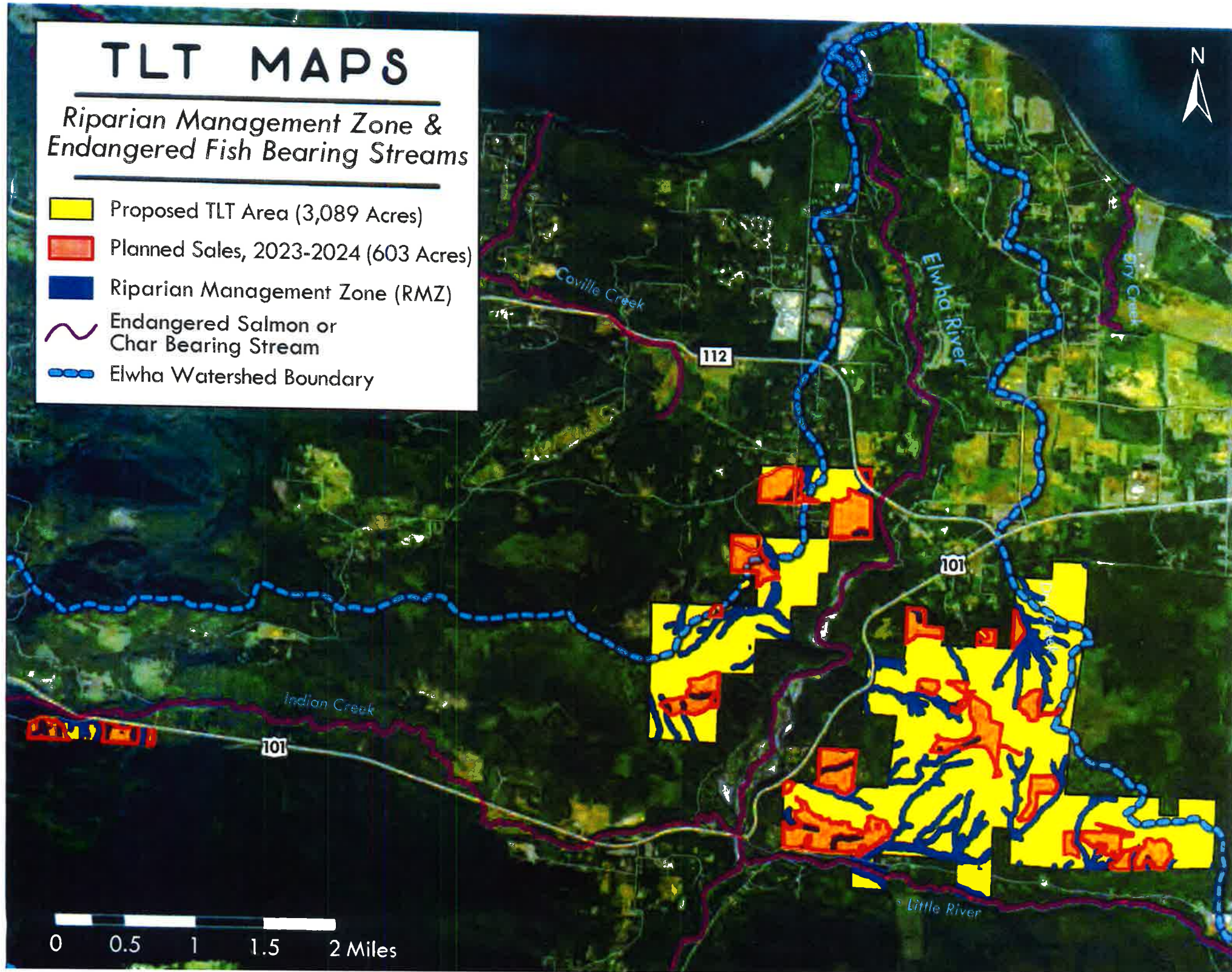
-  Proposed TLT Area (3,089 Acres)
-  DNR Property
-  Planned Sales, 2023-2024
-  Elwha Watershed Boundary



TLT MAPS

Riparian Management Zone & Endangered Fish Bearing Streams

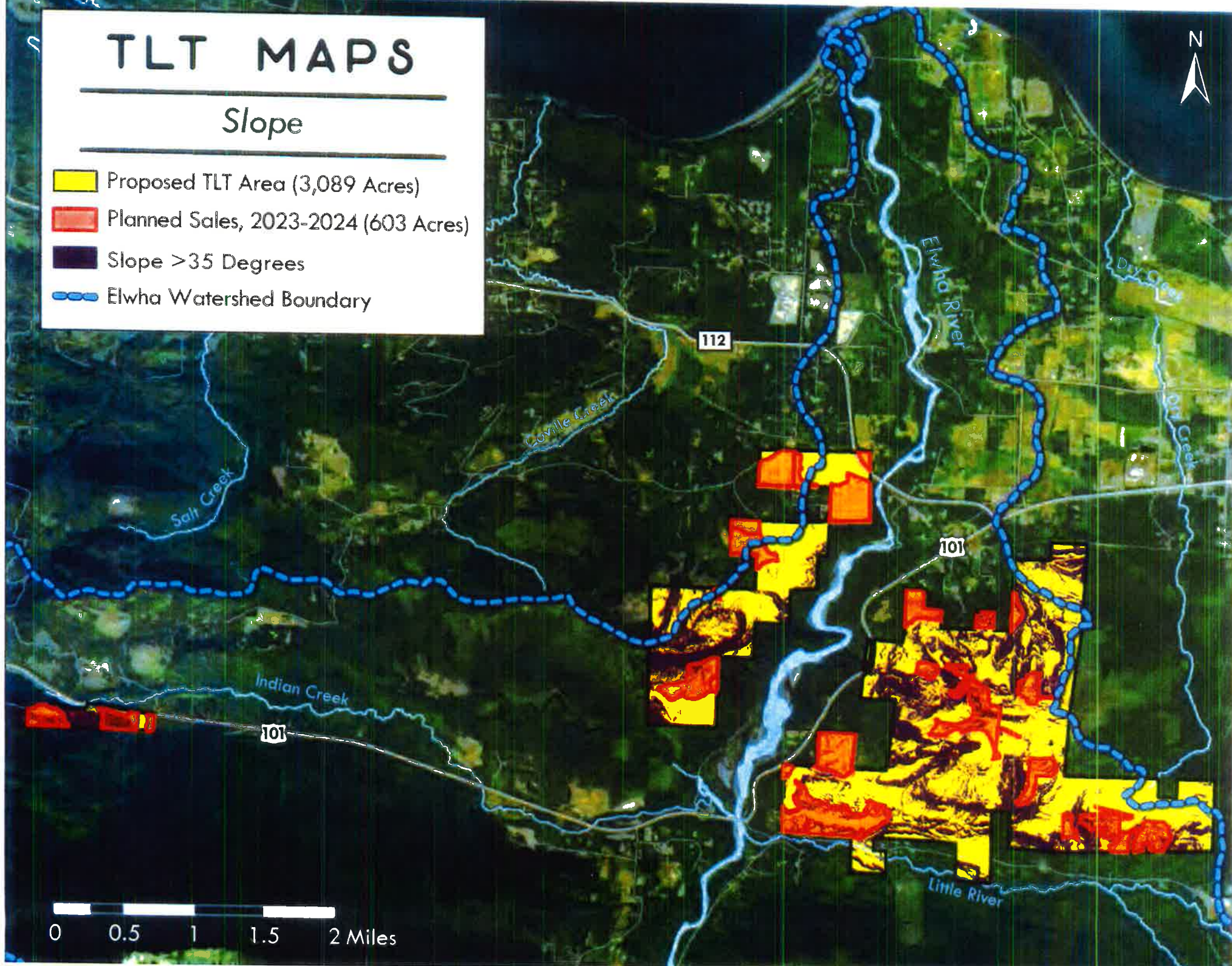
- Proposed TLT Area (3,089 Acres)
- Planned Sales, 2023-2024 (603 Acres)
- Riparian Management Zone (RMZ)
- Endangered Salmon or Char Bearing Stream
- Elwha Watershed Boundary



TLT MAPS

Slope

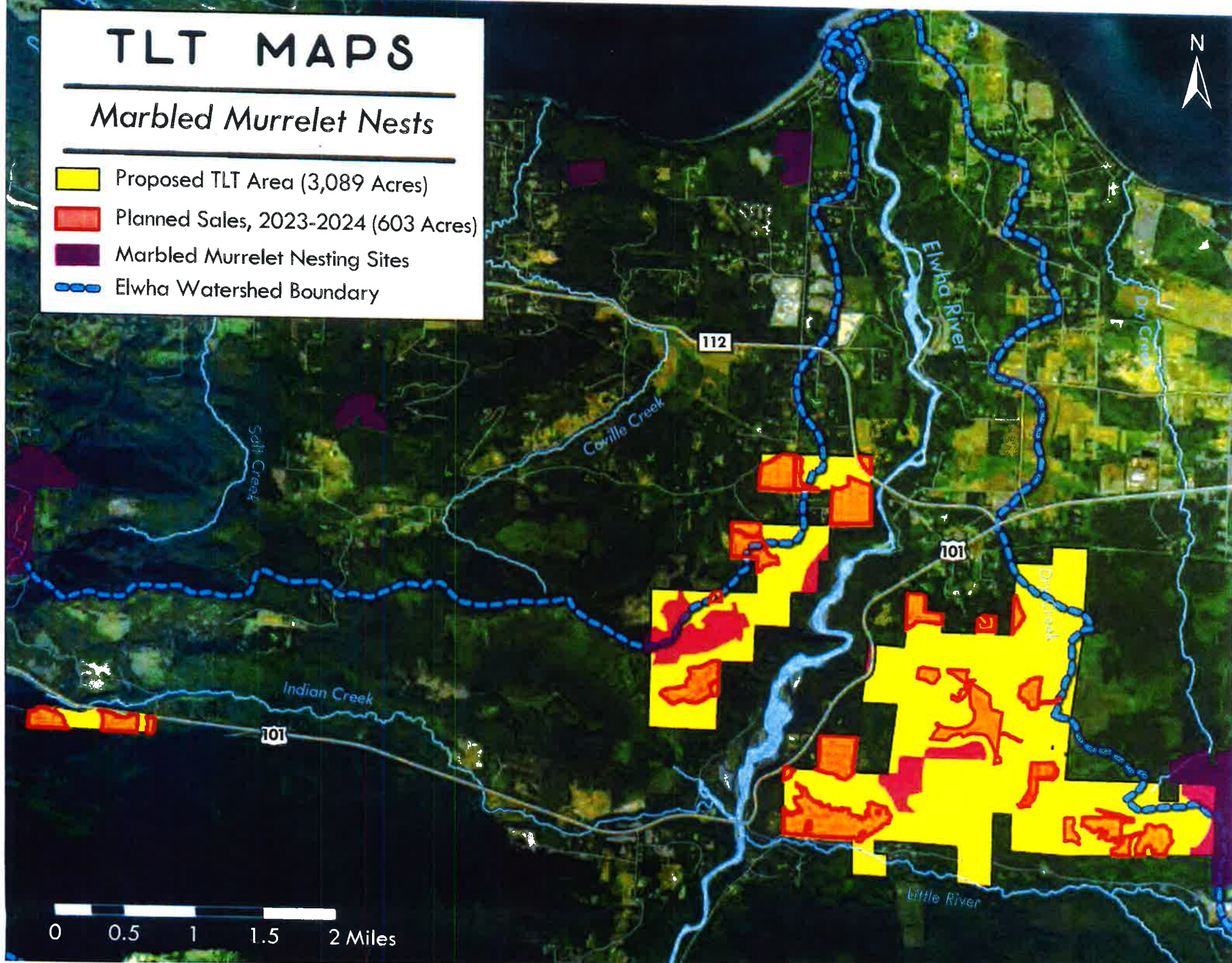
-  Proposed TLT Area (3,089 Acres)
-  Planned Sales, 2023-2024 (603 Acres)
-  Slope >35 Degrees
-  Elwha Watershed Boundary



TLT MAPS

Marbled Murrelet Nests

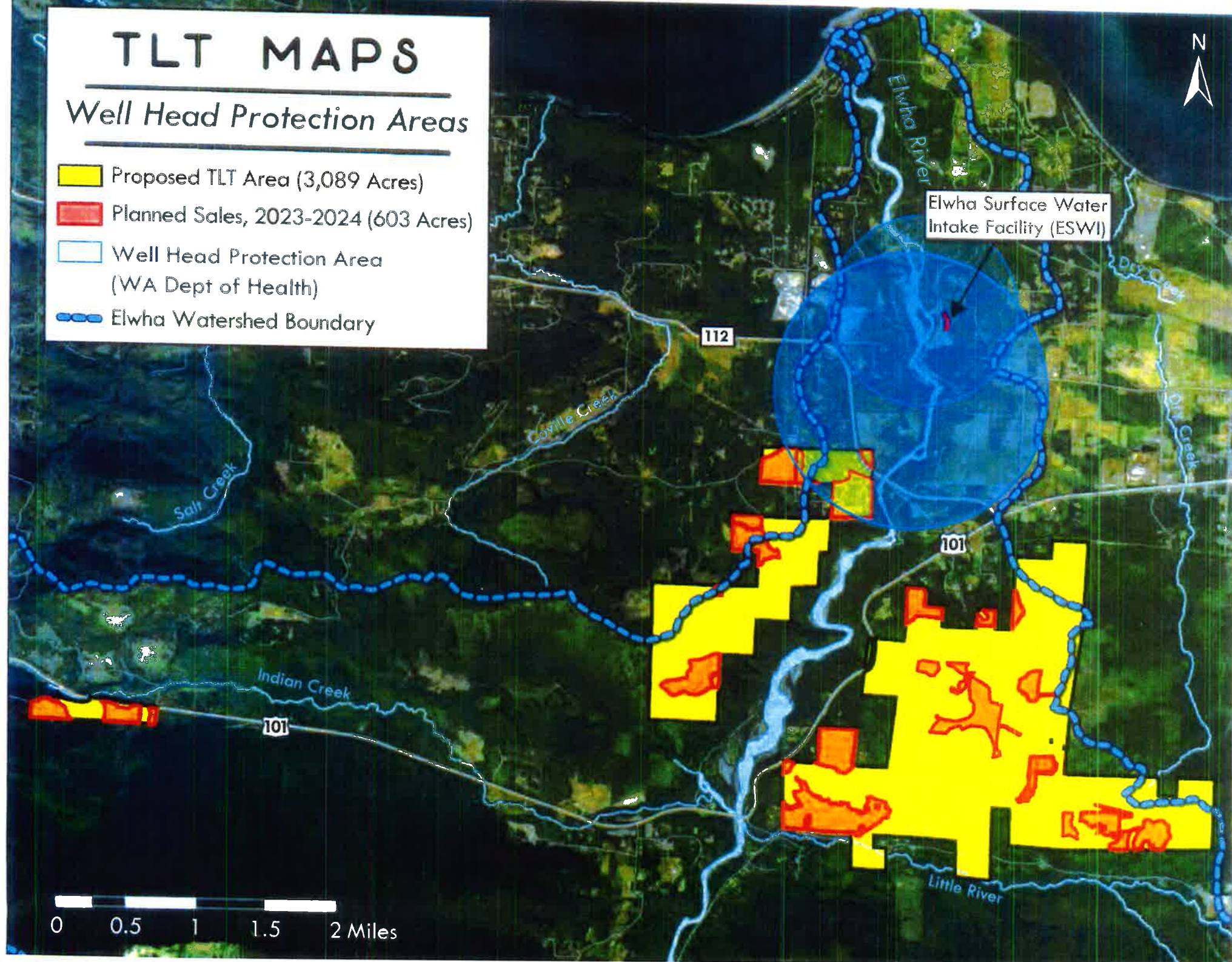
- Proposed TLT Area (3,089 Acres)
- Planned Sales, 2023-2024 (603 Acres)
- Marbled Murrelet Nesting Sites
- Elwha Watershed Boundary



TLT MAPS

Well Head Protection Areas

-  Proposed TLT Area (3,089 Acres)
-  Planned Sales, 2023-2024 (603 Acres)
-  Well Head Protection Area (WA Dept of Health)
-  Elwha Watershed Boundary





PORT ANGELES
WASHINGTON, U.S.

321 East Fifth Street
Port Angeles, WA 98362

September 29, 2023

Robin Hammill
TLT Program Manager
MS 47014
Olympia, WA 98504

Re: Letter of Intent - Nomination of a Parcel of State Trust Lands for the Trust Land Transfer (TLT) Program

Dear Robin Hammill,

The City of Port Angeles hereby presents the Trust Lands Transfer Program Application for the Elwha Watershed Protection Project. As required by the application, the intent of this letter is to verify the City Council of the City of Port Angeles through Council action taken on September 19, 2023, directed the City Manager to submit a Trust Land Transfer application to DNR no later than September 30, 2023 to protect the forest within the Elwha Watershed. Additionally, Council's motion stated the City should also continue to pursue options for Department of Natural Resources to use these properties for but not limited to carbon sequestration, other legislative fixes that address watershed protection, additional ownership options and potential property management solutions. Furthermore, this letter is intended to communicate that I, City Manager Nathan West, is authorized as the individual with the authority to accept the transferred parcel on behalf of the City.

The City will continue to oppose the State logging in the Elwha River Watershed, until such time that we can proactively and collectively discuss a long-term plan for harvests that protects the river and our community's water supply. As we have shared previously, the Elwha River is the water source which serves our entire community and over 25% of the county-wide drinking water.

We believe this issue is relevant to all citizens within the city and county as our residents and employers rely heavily on an ongoing and adequate water supply. Thank you in advance for your review and consideration of this important application.

Sincerely,

Nathan A. West
City Manager
City of Port Angeles



Legislative Building

Washington State Legislature

Olympia, WA 98504-0600

September 26, 2023

Robin Hammill
Department of Natural Resources
Trust Land Transfer Program Manager

Re: City of Port Angeles' TLT Application – Elwha River Watershed

Dear Ms. Hammill:

I am writing to express my support for the City of Port Angeles' nomination of parcels within the Elwha River Watershed for the trust land transfer program in the 2025-27 biennium.

The City of Port Angeles is an underserved rural community that relies on the Elwha River as its sole source of drinking and industrial water. Port Angeles City management and Council has expressed valid concerns that logging in the Elwha Watershed compromises efforts to restore endangered salmon habitat; threatens other endangered and recovering species; destroys essential carbon sinks; and threatens the City's sole drinking water source.

The iconic Elwha River is important to all Washingtonians and remains the largest completed dam removal project in U.S. history. The federal government spent \$327 million in Elwha River restoration post-dam removal. Transferring these forests out of the trust so that they are no longer subject to industrial logging compliments the larger scale restoration efforts and is an essential step toward restoring the ecosystem, preserving cultural areas of importance, protecting designated marbled murrelet areas, and securing vital sole source water supply for over 30,000 people. It also presents a significant economic opportunity to secure better suited timber for harvest away from environmentally sensitive areas found in the Elwha Watershed.

Sincerely,*

A handwritten signature in blue ink that reads "M.C. Chapman".

Representative Mike Chapman
24th Legislative District

Protect Forests in the Elwha Watershed



WHEREAS the Elwha River Watershed is in a state of recovery after the removal of two dams, and the water quality and quantity of the Elwha River are essential for the health of both salmon species and the people of Clallam County; and

WHEREAS the Forest lands in the Elwha River Watershed play a critical role in mitigating climate change by absorbing and sequestering carbon dioxide; and

WHEREAS the Washington Department of Natural Resources (DNR), led by Commissioner of Public Lands Hilary Franz, continues to propose logging of older forests in the Elwha River Watershed, including forests within the proximity of the river itself, known by the sales names "Power Plant" and "TCB23"; and

WHEREAS the harvesting of timber of said forest will compromise efforts to restore salmon habitat, affect other recovering species, destroy important essential carbon sinks, threaten the sole drinking water source for the City of Port Angeles and over 25% of Clallam County, and diminish recreational value to the community; and

WHEREAS our Legislative District Representative Mike Chapman has stood up for his constituents in opposition to the proposed timber harvests designated as TCB23, and Power Plant forests;

THEREFORE, BE IT RESOLVED that the 24th Legislative District Democrats call upon Hilary Franz, Public Lands Commissioner, to direct the Department of Natural Resources (DNR) to:

1. delay or cancel the timber sales known as TCB23 and Power Plant;
2. evaluate these important stands relative to the Elwha River Watershed and the protection of steep slopes located between these stands and the river; and
3. pause all timber sales on State lands in the Elwha River Watershed until there can be proactive and collective discussion of a long-term plan for harvests that protect the Elwha River; and

THEREFORE, BE IT FINALLY RESOLVED that copies of this resolution be sent to Commissioner of Public Lands, Hilary Franz; State Representatives Mike Chapman and Steve Tharinger; State Senator Kevin van de Wege; Clallam Board of County Commissioners; Port Angeles City Manager

Submitted by:

Ellen Menshew, Executive Board LD24 and Brian Grad, Resolutions Committee, Clallam County Democrats
Reviewed and approved by Resolutions Committee of the 24th LD Democrats, August 29, 2023

Adopted by the Members on September 13, 2023.

Bruce Cowan, Chair, mrbrucecowan@gmail.com 360-774-6678

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RESOLUTION 23 - 02

Protect Forests in the Elwha Watershed

WHEREAS the Elwha River Watershed is in a state of recovery after the removal of two dams, and the water quality and quantity of the Elwha River are essential for the health of both salmon species and the people of Clallam County; and

WHEREAS the Forest lands in the Elwha River Watershed play a critical role in mitigating climate change by absorbing and sequestering carbon dioxide; and

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Submitted by:

Ellen Menshew, Executive Board LD24, menshewmom@gmail.com, (360) 477-5104

Brian Grad, Resolutions Committee, Clallam County Democrats, briansway51@gmail.com, (360) 620-4036

***Adopted by the Membership of the Clallam County Democrats
September 9, 2023***