



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, May 28, 2024 – 10:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of May 20

Approval of vouchers 

- 1b. Approval of payroll for the period ending May 15

Approval of payroll 

- 1c. Approval of minutes for the week of May 20

Approval of minutes 

- 1d. Letter to Department of Natural Resources regarding City of Port Angeles Trust Land Transfer

Letter 

- 1e. Letter of support for Washington State Department of Commerce for Clean Energy Grant

Letter 

- 1f. Resolution appointing Colleen Robinson to the Peninsula Housing Authority Board of Commissioners

Resolution 

- 1g. Resolution appointing David Gedlund to the Revenue Advisory Committee

Resolution 

- 1h. Proclamation Recognizing May 31 as Washington State Association of Counties Executive Director Eric Brian Johnson Day

Proclamation 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement for Kitsap Critical Incident Response Team

Agreement 

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

Agreement 

- 2c. Agreement with MUIR Communications LTD for radio connections

Agreement 

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

Agreement 

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

Agreement 

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

Agreement 

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

Agreement 

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

Agreement 

BIDS AND AWARDS

- 3a. Bid opening ? 2024 Hot Mix Asphalt Requirements

Bid opening 

BUDGET

- 4a. Resolution for consideration to adopt the following Budget Revisions:
NonDept ? American Rescue Plan Act ? Reallocation of American Rescue Plan Act (ARPA) funding for the final contractual payment to the Public Utility District (PUD) for their Carlsborg/Van-Lan Water System Project. The invoice expected in 2023 was not received until April 2024/\$60,000
Prosecuting Attorney ? Operations ? Funds originally allocated for attorney salaries will be used for contracted attorney services while short-staffed/\$100,000
Sheriff ? Jail Medical ? Our two Mental Health Professionals are funded by the ?Hargrove Fund?. Since the second position will have been vacant from January through the end of April, Health and Human Services is seeking approval for the unspent salary dollars to be used for supplies needed by the positions instead. This will allow for the purchase of office furniture, computer equipment, or other items supporting the mental health program for incarcerated individuals that was not originally planned for/\$25,000

Budget revisions 

- 4b. Resolution for consideration to adopt the following Supplemental Appropriations
Superior Court ? Contract renewal with the Salish Behavioral Associated Health Organization for Criminal Justice Treatment Account (CJTA) funds set aside by the State of Washington for the betterment of therapeutic courts/\$5,966
Noxious Weed Control ? Program spent less money than expected from the Washington Department of Agriculture Knotweed grant due to difficulty hiring seasonal help. The grant expires in June 2025. The money will be used to increase seasonal wages/\$5,500
Sheriff ? OPNET Drug ? The OPNET Task Force was only partially funded during the budget cycle due to uncertain grant funding. While Washington State has since approved appropriation funding to support task forces, we are requesting to use proceeds from a confiscated property to balance the budget for the remainder of the year while the appropriation disbursement specifics are established. The appropriation funds can then reimburse the fund balance once received/\$301,736

Supplemental appropriations 

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

- H1. Consideration of resolution adopting the following Debatable Emergencies
Parks & Facilities ? Real Estate Excise Tax (REET) ? To cover unpaid sales tax due on the Courthouse Access Control project, and two invoices for the Restoration of Old Juvie Building project received after the close of accounts payable for year-end/\$21,253
General Fund Reserves ? City of Port Angeles stormwater assessment unexpectedly increased 103% from 2023. Additional General Fund support is needed to cover the increase (1 of 2)/\$10,000
NonDept ? Indigent Defense ? Additional funding for Superior Court Conflict Attorney services provided in 2023 as well as the new contract for 2024/\$19,000
Treasurer ? Land Assessment ?
* City of Port Angeles stormwater assessment unexpectedly increased 103% from 2023. Additional General Fund support is needed to cover the increase (2 of 2)/\$10,000
* 2024 increase to City of Port Angeles stormwater fees for county owned parcels. Increased rates and values were not provided to the Treasurer in order to anticipate this increase/\$13,000
Department of Community Development ? Permit Center ?
* Due to uncertainty concerning when the State Building Code Council would implement the 2021 International Codes, Code Books were not purchased in 2023 as they were budgeted because the State was still delaying implementation. It has now been passed/\$3,575

* Repair costs for vehicle driven by Building Inspector after collision with wildlife while driving on Highway 112. Policy 860 4.9 states that it will be the responsibility of the renting department to pay the difference in costs to replace or repair the vehicle as Equipment Rental & Revolving (ER&R) does not carry collision insurance on vehicles or equipment/\$8,972

Human Resources ? Unemployment Compensation ? Requesting additional funding for unanticipated increase in unemployment compensation costs/\$40,000

Health and Human Services Operations ? Reallocation of Foundational Public Health Services (FPHS) Communications funding to the machinery and equipment category for the purchase of 3 copy machines/\$65,000

NonDept ? Hotel/Motel Tax ? Additional funds need for Resolution 40, 2024 Board-approved

Lodging Tax applications/\$480,000

Debatable emergencies 

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION

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

The following meetings are scheduled for the Board of Commissioners May 27 - 31:
Meetings below are held in the BOCC Board Room 160 unless indicated otherwise

Monday, May 27:

Courthouse Closed - Memorial Day.

Tuesday, May 28:

9:00 a.m. Work Session

10:00 a.m. Board Meeting

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

3:00 p.m. William Shore Memorial Pool Meeting (225 E. 5th Street, Port Angeles)

4:00 p.m. Habitat for Humanity Veterans Cottages Ribbon Cutting (1133 Hazel Street - PA)

Wednesday, May 29:

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

Thursday, May 30:

10:00 a.m. Makah Sawmill Grand Opening Ceremony (113 Quarry Road, Neah Bay)

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech

embarrasses no one.

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



1a
MAY 28 2024

Date of report: May 22, 2024

General Fund	\$227,120.47
Other Funds	\$584,164.90
Total	\$811,285.37

STATE OF WASHINGTON

County of Clallam

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

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

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MIKE FRENCH, Chair

RANDY JOHNSON

MARK OZIAS

TODD MIELKE, County Administrator

Weekly Expenditures

May 20 - 24, 2024

Fund #	Department	Expenditures		Use Tax	
		General Fund (GF)	Other Funds	General Fund (GF)	Other Funds
00100.221	Auditor	3,776.36			
12401.221	Auditor - Document Preservation		117.61		
00100.241/291/831	Commissioners (BOCC)	63,837.04			
19914.291	BOCC - Veterans Relief		2,618.92		
19925.291	BOCC - Hotel/Motel		71,204.65		
19961.291	BOCC - American Rescue Plan Act		20,517.07		
19991.291	BOCC - Emergency Communications		121,036.68		
00100.331-334	Dept. of Community Develop't (DCD)	4,262.81			
00100.871	District Court I	712.00			
00100.881	District Court II	150.81			
11301.511	Health & Human Services (HHS)		63,345.33		1,065.61
00100.511	HHS - Environmental Health	3,018.63			
11322.511	HHS - Homeless Task Force		4,161.34		
11323.511	HHS - Chem Dep/Mental Hlth		49,618.12		
11324.511	HHS - Affordable Housing		3,842.70		
11331.511	HHS - Developmental Disabilities		27,725.57		
00100.461	Human Resources (HR)	8,559.21			
50401.461	HR - Risk Management		23,530.17		
00100.411	Information Technology (IT)	24,541.53		53.31	
00100.851	Juvenile Services	3,123.10			
11401.821	Law Library		144.73		
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		95.48		
00100.911/912	Parks Fair Facilities (PFF)	37,808.66			
00100.841-843	Prosecuting Attorney	5,364.48			
	Public Works (PW)				
10101.611	PW - Roads		60,506.79		
42401.611	PW - Carlsborg Sewer		12,008.32		
43401.611	PW - Bullman Beach Water System		535.08		
50301.611	PW - ER&R (Equip't Rental & Revolving)		98,761.92		
00100.811-815,817	Sheriff	35,276.84		122.48	
11002.811	Sheriff - Honor Guard Donation		21.78		
11008.811	Sheriff - OPNET Drug		3,114.93		
11061.811	Sheriff - 911 Enhanced		10,816.91		
11065.811	Sheriff - OPSCAN Operations		1,288.13		
11080.811	Sheriff - Inmate Commissary		27.56		
30605.811	Sheriff - Joint Public Safety Facility Project		4,802.00		
00100.861	Superior Court	35,206.15			
12905.861	Superior Court - Dispute Resolution		1,135.00		
12911.861	Superior Court - Courthouse Facilitator		600.00		
00100.231	Treasurer	715.04			
12201.231	Treasurer - O&M (Operation & Maintenance)		1,522.50		
00100.931	WSU Extension	592.02			
Total		226,944.68	583,099.29	175.79	1,065.61

VISA statement balance:

Statement date:

Report Reconciliation		Totals			
Total	810,043.97	General Fund	227,120.47		
Final Check Lists	810,043.97	Other Non-GF	584,164.90		
Difference	-	VISA charges	-		
		Total	811,285.37	Use Tax	1,241.40

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
5/28/2024	ARCOM	14666	nfurford	509.95	45.39	509.95
5/28/2024	BRIDGECOM SYSTEMS LLC	D22595	nfurford	3,388.91	301.61	3,388.91
5/28/2024	ENDUR ID INC	20-33357	jkoon	1,081.66	96.27	1,081.66
5/28/2024	MAXAIR SYSTEMS	0092249-IN	nfurford	8,074.23	718.61	8,074.23
5/28/2024	U S BANK	38645	tteel	599.00	53.31	599.00
5/28/2024	U S BANK	0097-May24	jkoon2	156.63	13.94	4,438.86
5/28/2024	U S BANK	6528-May24	jkoon2	137.90	12.27	739.47
Totals:				13,948.28	1,241.40	18,832.08

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0000084	ANGELES COMMUNICATIONS	35011	5/14/2024	CABLE INSTALLATION FOR E	616.92	616.92
5/28/2024	0000289	CDW GOVERNMENT, INC.	QX61056	4/26/2024	VERKADA CONTROLLER & M	3,159.44	3,159.44
5/28/2024	0000390	COMPLETE LINE, LLC, THE	234235	5/10/2024	MAP PRINTER PAPER 2 ROLL	117.61	117.61
Sub total for U S BANK:							3,893.97

0.*
810,043.97*+
592.02+
2,618.92+
2,237.54+
36,941.15+
19,129.68+
36,218.47+
12,543.40+
60,506.79+
98,761.92+
5,364.48+
37,808.66+
95.48+
144.73+
3,123.10+
24,541.53+
32,089.38+
151,711.69+
150.81+
712.00+
4,262.81+
276,595.44+
3,893.97+
0.*

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05/22/2024 8:06:39AM

Final Check List
CLALLAM COUNTY

Bocc

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0000507	CLALLAM COUNTY ECONOMIC	4356	5/16/2024	SDG CONTRACT 245.24.004	47,246.23	47,246.23
5/28/2024	0000546	EXPRESS SERVICES, INC	30636047	5/16/2024	STREAMKEEPERS DATABASE	143.39	143.39
5/28/2024	0000753	PENINSULA HOUSING AUTHORITY	52304302024	5/16/2024	ARPA APRIL 2024 EXPENSE R	20,373.68	20,373.68
5/28/2024	0001252	PORT ANGELES, CITY OF	E911 April	5/16/2024	EMERGENCY COMMUNICATION	121,036.68	121,036.68
5/28/2024	0001632	U S POSTMASTER	Jury 8/2024	5/16/2024	1,000 SUMMONS @ .53	530.00	530.00
5/28/2024	0001632	U S POSTMASTER	Jury 9/2024	5/16/2024	1,000 SUMMONS @ .53	530.00	530.00
5/28/2024	0019731	FEIRO MARINE LIFE CENTER	RES 40 FEIRO	5/16/2024	SERVICES PER CONTRACT 1	29,495.00	29,495.00
5/28/2024	0023824	JEFFERSON COUNTY AUDIT	C5172024	5/16/2024	SFFI CONTRACT 245.24.009	6,619.37	6,619.37
5/28/2024	0029632	WAHLSTEN, KAREN	04302024	5/16/2024	POSTAGE REIMBURSEMENT	23.68	23.68
5/28/2024	0039378	NORTH OLYMPIC PENINSULA	720	5/16/2024	SFFI RECOMPETE CONTRAC	5,573.00	
			719	5/16/2024	SDG CONTRACT 245.24.007	3,010.00	8,583.00
5/28/2024	0042889	PORT ANGELES FINE ARTS	CRES 40 PA FINE	5/16/2024	SERVICES PER CONTRACT 1	15,000.00	15,000.00
5/28/2024	0049336	OLYMPIC THEATER ARTS	RES 40 OLY THI	5/16/2024	SERVICES PER CONTRACT 1	14,209.65	14,209.65
5/28/2024	0049591	WIRKEBAU, UNA	Wirkebau 4/2024	5/16/2024	MILEAGE REIMBURSEMENT I	196.98	
			Wirkebau 93618	5/16/2024	SUPPLIES FOR GRANT WRIT	107.78	304.76
5/28/2024	0049771	OLYMPIC PEN FUNGUS FEST	RES 40 FUNGU	5/16/2024	SERVICES PER CONTRACT 1	12,500.00	12,500.00
Sub total for U S BANK:							276,595.44

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Final Check List
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0001252	PORT ANGELES, CITY OF	APRIL 2024 LAN	5/10/2024	APRIL 2024 CC DCD LANDFIL	1,027.72	1,027.72
5/28/2024	0001603	TYLER TECHNOLOGIES INC.	025-464931	5/16/2024	PCI FEE 7-1-24 TO 9-30-24	98.01	98.01
5/28/2024	0001716	DEPT OF ENTERPRISE SVCS	731133627	5/3/2024	CE / PLANNING OPERATING	111.91	111.91
5/28/2024	0026563	MAHAN, REBECCA	MAHAN 4-30--24	4/30/2024	MILEAGE NPCLE APRIL 2024	91.25	
			MAHAN 5-15-24	5/15/2024	G149 3-19-24 NPCMRC MEET	78.52	
			MAHAN 4-30-24	4/30/2024	G23 T2 \$31.23 4-29-24	31.23	
			MAHAN 5-15-24	5/15/2024	G145 T1 3-21-24 MARINE REN	22.91	
			MAHAN 5-15-24	5/15/2024	G25 T2 3/26/24 3/28/24 EDIZ F	11.26	235.17
5/28/2024	0028740	REBEKAH BROOKS CONTRA	(NOPL 2024-00	5/8/2024	G133 APRIL 2024 PRO SERVI	1,050.00	
			24-004	5/8/2024	G145 T1 4-15-24 MEETING	300.00	1,350.00
5/28/2024	0048730	SHANNON WEAVER CONSUL	0006	5/14/2024	G133 PRO SERVICES 4-8-24	1,440.00	1,440.00
Sub total for U S BANK:							4,262.81

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05/22/2024 8:21:27AM

Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0004977	JUDICIAL CONFERENCE REG BETTERTOGET	5/10/2024	INCIDENTAL FEE BETTER TO	300.00	300.00	
5/28/2024	0049146	NEPENTHE LABORATORY SV/3486	5/31/2024	UA'S PROBATION	412.00	412.00	
Sub total for U S BANK:						712.00	

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05/22/2024 8:28:37AM

Final Check List
CLALLAM COUNTY

District Court II Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	5/28/2024	0021386	STAPLES ADVANTAGE	7000485775	5/28/2024	ENVELOPES	22.81	22.81
	5/28/2024	0049146	NEPENTHE LABORATORY SVI3350		5/28/2024	PROBATION TESTING SUPPL	100.00	
			3485		5/28/2024	PROBATION TESTING	28.00	128.00
Sub total for U S BANK:							150.81	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	5/28/2024	0001179	PACIFIC OFFICE EQUIPMENT	1140226	4/30/2024	ADMIN - COPIER 10272	254.41	
				1140225	4/30/2024	WATER LAB - COPIER 9310	23.12	277.53
	5/28/2024	0020849	U S BANK	7298 5-6-24 1	4/11/2024	ONSITE - HOTEL WOODLARK	791.40	
				4878 5-6-24 11	5/1/2024	ONSITE - BEST WESTERN PL	369.30	
				4878 5-6-24 10	5/1/2024	ADMIN - BEST WESTERN YAK	246.20	
				4878 5-6-24 5	5/6/2024	ONSITE - FACEBOOK - SEPTI	233.66	
				4878 5-6-24 3	5/6/2024	ADMIN - OMNI WILLIAM PENN	204.06	
				4902 5-6-24 1	5/6/2024	ONSITE - WORK BOOTS FOR	190.52	
				4878 5-6-24 8	5/6/2024	ADMIN - AMAZON - OFFICE S	54.44	
				4878 5-6-24 1	5/6/2024	ONSITE - SAFEWAY - SNACKS	54.38	
				7298 5-6-24 2	4/12/2024	ONSITE - CHEVRON - GAS FC	52.65	
				4878 5-6-24 9	5/1/2024	ADMIN - ARCO - GAS FOR VE	42.32	
				4878 5-6-24 6	5/6/2024	ONSITE - SAFEWAY - SNACKS	29.25	
				4878 5-6-24 7	5/6/2024	ADMIN - AMAZON - OFFICE S	24.60	
				4878 5-6-24 2	5/6/2024	ONSITE - AMAZON - OFFICE S	18.84	
				4878 5-6-24 4	5/6/2024	ONSITE - FACEBOOK - SEPTI	14.77	2,326.39
	5/28/2024	0001641	VERIZON WIRELESS	9962825058-1	4/28/2024	WQ - K KOWAL CELL PHONE	414.71	414.71
	5/28/2024	0048774	AMAZING MOVERS 360	AM 05-11-24	5/11/2024	HOPS - REMOVE FURNITURE	1,225.80	1,225.80
	5/28/2024	0041598	AMAZON CAPITAL SERVICES,	17KK-VTQK-L9N	5/1/2024	HOPS - TODDLER WALL PANI	2,035.47	
				17KK-VTQK-L9N	5/1/2024	HOPS - WARMTH/HYGIENE S	1,060.70	
				17KK-VTQK-L9N	5/1/2024	HOPS - CARPET CLEANERS	646.62	
				17KK-VTQK-L9N	5/1/2024	HOPS - DESK	490.04	
				17KK-VTQK-L9N	5/1/2024	HOPS - MEDICAL BAGS AND	221.55	
				17KK-VTQK-L9N	5/1/2024	HOPS - GROUP SUPPORT SL	21.29	4,475.67
	5/28/2024	0049758	ARCOM	14666	5/1/2024	HOPS - REPEATER CONTROL	509.95	509.95
	5/28/2024	0049058	BASUBAS, STEPHEN	SB BT 05-06-24	5/6/2024	HOPS - BUSINESS MILEAGE -	27.35	27.35
	5/28/2024	0049730	BRIDGECOM SYSTEMS LLC	D22595	4/2/2024	HOPS - VHF REPEATERS, MIC	3,388.91	3,388.91
	5/28/2024	0000546	EXPRESS SERVICES, INC	30698557	5/8/2024	HOPS - EXTRA HELP	1,279.20	1,279.20
	5/28/2024	0044629	FORSMAN-SIMS, SIRI	SFS BT 05-08-24	5/8/2024	HOPS - BUSINESS MILEAGE -	93.40	93.40
	5/28/2024	0019508	HAM RADIO OUTLET, INC.	P1-394410	4/29/2024	HOPS - DUPLEXER, DIGIPEAT	963.54	963.54
	5/28/2024	0049712	MAXAIR SYSTEMS	0092249-IN	5/3/2024	HOPS - CAPR FILTERS, SWE/	8,074.23	8,074.23
	5/28/2024	0016427	MCKESSON MEDICAL-SURGI	22030999	4/26/2024	HOPS - COLLECTION SET	64.02	64.02
	5/28/2024	0049734	RACK SOLUTIONS INC	405020	5/2/2024	HOPS - CENTER MOUNT SHE	388.72	388.72
	5/28/2024	0049762	ROCKY MOUNTAIN UNMANNERMUS	40566	4/16/2024	HOPS - DRONE, CASE, BATTE	30,053.32	30,053.32

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0049766	SITE PRO	0883715-IN	4/11/2024	HOPS - FRAME, BRACKET, CI	3,170.98	3,170.98
5/28/2024	0049738	TALLEY COMMUNICATIONS	50166415	5/1/2024	HOPS - CABLE, CONNECTOR	2,604.13	2,604.13
5/28/2024	0020849	U S BANK	4969-3 04-09-24	5/6/2024	HOPS - AMAZON - DESK	1,317.67	
			9705-2 04-10-24	5/6/2024	HOPS - HOME DEPOT - PORT	1,040.43	
			5502-1 04-09-24	5/6/2024	HOPS - OPTIMUS DENTAL - M	835.81	
			4969-2 04-08-24	5/6/2024	HOPS - AMAZON - DESK	730.88	
			4902-2 04-24-24	5/6/2024	HOPS - CHITA - CHAIR	565.99	
			4902-4 04-26-24	5/6/2024	HOPS - AMAZON - TONER, SI	366.25	
			5502-3 04-14-24	5/6/2024	HOPS - AMAZON - TONER	324.49	
			4902-10 04-29-2	5/6/2024	HOPS - AMAZON - CASH BAG	214.11	
			4969-1 04-08-24	5/6/2024	HOPS - AMAZON - HAND TRU	141.17	
			5502-4 04-29-24	5/6/2024	HOPS - AMAZON - TONER	124.92	
			4902-8 04-28-24	5/6/2024	HOPS - AMAZON - ADJUSTA	103.19	
			9705-3 04-14-24	5/6/2024	HOPS - AMAZON - TONER	92.55	
			9705-4 04-14-24	5/6/2024	HOPS - AMAZON - CELL PHO	62.00	
			5178-1 04-19-24	5/6/2024	HOPS - SAFEWAY - PAPER PI	42.16	
			9705-6 04-18-24	5/6/2024	HOPS - AMAZON - LAMP	37.82	
			4902-7 04-28-24	5/6/2024	HOPS - AMAZON - ACRYLIC E	24.60	
			9705-5 04-17-24	5/6/2024	HOPS - AMAZON - LAMP CRE	-31.71	5,992.33
5/28/2024	0001641	VERIZON WIRELESS	9962825058	4/28/2024	HOPS - A SHARED CLALLAM/	1,015.28	1,015.28
5/28/2024	0044209	WARREN, KIM	KW BT 04-29-24	4/29/2024	HOPS - BUSINESS MILEAGE -	11.93	
			KW BT 04-29-24	4/29/2024	HOPS - BUSINESS MILEAGE -	6.03	
			KW BT 05-10-24	5/10/2024	HOPS - BUSINESS MILEAGE -	0.54	18.50
5/28/2024	0000723	HEALTHY FAMILIES OF CLALL	11322-23-HFCC	5/2/2024	HTF - SAFELY HOME PROJEC	4,161.34	4,161.34
5/28/2024	0000577	FIRST STEP FAMILY SUPPOR	11323-24-FSFS	5/9/2024	CD/MH - PARENTS AS TEACH	7,678.67	7,678.67
5/28/2024	0015513	OLYMPIC PENINSULA COMML	11323-24-OPCC	5/6/2024	CD/MH - REDISCOVERY	8,333.29	8,333.29
5/28/2024	0030719	REFLECTIONS COUNSELING,	1132324RCSGC	5/6/2024	CD/MH - CRISIS INTERVENTI	14,506.16	
			1132324RCSGU	4/21/2024	CD/MH - UNDERINSURED & N	9,550.00	
			1132324RCSGU	5/7/2024	CD/MH - UNDERINSURED & N	9,550.00	33,606.16
5/28/2024	0000723	HEALTHY FAMILIES OF CLALL	11324-23-HFCC	5/2/2024	AH - EMERGENCY SHELTER	3,030.00	3,030.00
5/28/2024	0000753	PENINSULA HOUSING AUTHO	11324-23-PHA 4	5/7/2024	AH - OX BOX APARTMENTS -	812.70	812.70

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5/28/2024	0000396	CONCERNED CITIZENS	11331-24-CC-CF	5/6/2024	DDD - CHILDFIND AND OUTR	2,746.00	
			CC PASD 04-24	5/6/2024	DDD - PASD - APRIL 2024	2,540.00	
			CC SSD 04-24	5/6/2024	DDD - SSD - APRIL 2024	2,260.00	
			11331-24-CC-BT	5/6/2024	DDD - BRIDGES TO THE FUTU	1,023.00	
			11331-24-CC-FA	5/6/2024	DDD - FUN ACTIVITIES AND C	865.00	9,434.00
5/28/2024	0000577	FIRST STEP FAMILY SUPPOR	11331-24-FS-SP	5/10/2024	DDD - SUPPORTED PARENTII	2,288.50	2,288.50
5/28/2024	0017530	PIERCE JONES & ASSOCIATE	PJA SSD 04-24	5/10/2024	DDD - SSD - APRIL 2024	4,500.00	
			PJA PASD 04-24	5/10/2024	DDD - PASD - APRIL 2024	4,040.00	
			PJA QVSD 04-24	5/10/2024	DDD - QVSD - APRIL 2024	3,980.00	12,520.00
5/28/2024	0020849	U S BANK	4902-9 04-28-24	5/6/2024	DDD - AMAZON - LETTER TR/	152.24	
			4902-3 04-26-24	5/6/2024	DDD - AMAZON - MOUSE PAC	83.53	
			4902-5 04-26-24	5/6/2024	DDD - AMAZON - HANGING FI	13.36	
			4902-6 04-26-24	5/6/2024	DDD - AMAZON - DOCUMENT	10.19	259.32
5/28/2024	0001685	W.I.S.E.	10421	4/30/2024	DDD - PROFESSIONAL SERVI	3,223.75	3,223.75
Sub total for U S BANK:							151,711.69

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0001136	OLYMPIC MEDICAL CENTER	97120878208501	5/15/2024	PRE EMP	1,182.00	
			97120876949101	5/15/2024	PRE EMP	1,182.00	2,364.00
5/28/2024	0001297	PUBLIC SAFETY TESTING INC	4652	5/15/2024	PRE EMP PSYCH EVAL	1,440.00	1,440.00
5/28/2024	0025115	RADIA INC PS	DOS 43024 SP	5/15/2024	DOS 43024 SP	238.80	238.80
5/28/2024	0028699	SOUND PUBLISHING INC	PDN995171	5/15/2024	ACCT 86031949 RFP-DEF COI	142.76	142.76
5/28/2024	0041393	ETA MEDIA INC	18	5/15/2024	CCSO AMER SIGN LANG VIDE	8,401.00	8,401.00
5/28/2024	0048504	MENKE JACKSON BEYER LLP	482 4/30/2024	5/15/2024	APPRAISAL LITIGATION	19,487.37	19,487.37
5/28/2024	0049769	BOCHSLER, JACK	VOL DRIV ABS F	5/15/2024	VOL DRIV ABST REIM JB	15.45	15.45
Sub total for U S BANK:							32,089.38

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0001156	OLYPEN INC	240420-0065	5/15/2024	IT20240515 - (12) MOS FIBER.	10,776.00	10,776.00
5/28/2024	0020849	U S BANK	1046427	5/15/2024	IT20240424A - INTUNE TRAIN	2,320.50	
			114-2845172-85	5/15/2024	IT20240423	2,281.45	
			114-2900700-00	5/15/2024	IT20240423A	1,677.08	
			111-4824485-31	5/15/2024	IT20240425A	1,653.10	
			114-6534218-67	5/15/2024	IT20240525	1,299.31	
			7205468333655	5/15/2024	IT20240424 - BUSINESS TRAV	1,004.61	
			111-4735827-28	5/15/2024	SUPC20240418	1,001.06	
			38645	5/15/2024	IT20240430	599.00	
			21281121-84513	5/15/2024	STARLINK FORKS, BEAVER	500.00	
			114-4007050-99	5/15/2024	IT20240423A	402.93	
			112-8137553-52	5/15/2024	IT20240411A	284.17	
			22256637-65711	5/15/2024	PW20240424	208.00	
			21527476-32329	5/15/2024	STARLINK AT FRONTIER ST.	196.24	
			22642453	5/15/2024	IT20240514	181.37	
			B1-420017347	5/15/2024	HIGH SPEED DATA	164.99	
			111-5020798-10	5/15/2024	IT20240426	67.33	
			114-5284051-84	5/15/2024	IT20240425	67.22	
			112-3515450-58	5/15/2024	IT20240411	59.55	
			114-0057320-15	5/15/2024	IT20240425	10.13	
			111-0557057-19	5/15/2024	RETURN CREDIT	-67.05	
			111-6268242-15	5/15/2024	CREDIT RETURN	-145.46	13,765.53
Sub total for U S BANK:							24,541.53

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0000270	CAPTAIN TS	47958	5/10/2024	UNIFORMS & CLOTHING	69.78	69.78
5/28/2024	0001240	PITNEY BOWES	3319104378	5/11/2024	LEASE-PITNEY BOWES	254.69	254.69
5/28/2024	0002271	JACOBSEN, JODY	042824JJ	5/9/2024	TRVL TRNG - REIMB J. JACO	118.00	118.00
5/28/2024	0003697	GOWDY, JEFF	050924JG	5/14/2024	TRVL TRNG - REIMB J. GOWI	212.50	212.50
5/28/2024	0017787	DAIRY FRESH FARMS INC	8122413515	5/14/2024	DET FOOD	212.88	212.88
5/28/2024	0041656	MACK ATHLETICS INC	8008	2/14/2024	ADVERTISING	1,600.00	1,600.00
5/28/2024	0046882	PORT ANGELES WATERFRONT	2023-1471	5/8/2024	PRO SVCS	500.00	500.00
5/28/2024	0049763	MALKASIAN, DAVID	042524DM	5/10/2024	TRVL TRNG & UNIFORM - REI	155.25	155.25
Sub total for U S BANK:							3,123.10

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	5/28/2024	0001179	PACIFIC OFFICE EQUIPMENT 1140037	5/1/2024	TONER CARTRIDGE 51 BLAC	104.98	
			1139894	4/24/2024	PAPER 20# 8.5X11 X 5	39.75	144.73
					Sub total for U S BANK:		144.73

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	5/28/2024	0001540	SWAIN'S GENERAL STORE IN 327587	5/15/2024	GLOVES AND BATTERIES; RC	95.48	95.48
Sub total for U S BANK:							95.48

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0000091	ANGELES MILLWORK & LUMB	352856	5/16/2024	JUV PVC ELBOW	18.40	18.40
5/28/2024	0000094	ANGELES PLUMBING INC	40938	5/16/2024	JUV PLUMBER SERV	1,577.38	
			40984	5/16/2024	CDJ PLUMBER SERV	571.18	2,148.56
5/28/2024	0000196	BILLS PLUMBING & SANIKAN	s3669977	5/16/2024	DRA SANIKAN	100.00	
			s3669551	5/16/2024	RH SANIKAN	100.00	
			s3669476	5/16/2024	DRA SANITIZER REFILL	16.34	
			s3669475	5/16/2024	RH SANITIZER REFILL	16.34	232.68
5/28/2024	0000359	CLALLAM COUNTY PUBLIC W	2024-114e	5/16/2024	FG SMPK DRA APRIL FUEL	623.96	623.96
5/28/2024	0000359	CLALLAM COUNTY PUBLIC W	1480 4/24	5/16/2024	CB APRIL SEWER	141.25	141.25
5/28/2024	0000439	D & K PAINTING, INC.	3684	5/16/2024	FG LABOR & MAT PAINT MOT	2,992.67	2,992.67
5/28/2024	0000561	FERGUSON ENTERPRISES IN	2605153	5/16/2024	JV PVC EXP COUP TEE PIPE	217.40	
			2605153-1	5/16/2024	JV PVC COUPL	89.51	
			2604906	5/16/2024	SC WHTR CONN	25.99	332.90
5/28/2024	0000725	HEARTLINE, THE	a20011	5/16/2024	FG TOPSOIL	53.36	53.36
5/28/2024	0001149	OLYMPIC STATIONERS INC	97369	5/16/2024	SC RECEIPT BOOKS LETTER	59.26	59.26
5/28/2024	0001252	PORT ANGELES, CITY OF	60387-98716 4/2	5/16/2024	CH APRIL UTIL & GARBAGE	20,306.30	
			60387-147906 4/	5/16/2024	CH APRIL UTIL	3,467.08	
			60327-89776 4/2	5/16/2024	3RD ST APRIL UTIL & GARBA	839.02	
			63871-161038 4/	5/16/2024	CH APRIL UTIL	42.94	24,655.34
5/28/2024	0001253	PORT ANGELES SOLID WAST	1206554	5/16/2024	JUV DUMP FEE	73.52	
			1205619	5/16/2024	CH DUMP FEE	34.16	
			1205489	5/16/2024	CH DUMP FEE	22.82	
			1205317	5/16/2024	CH DUMP FEE	5.00	135.50
5/28/2024	0001258	PORT ANGELES POWER EQU	98033932	5/16/2024	DRA GATOR LINE HARNESS	123.77	123.77
5/28/2024	0001300	PUBLIC UTILITY DISTRICT	43120 4/24	5/16/2024	RH APRIL ELECT	244.44	
			44963 4//24	5/16/2024	RH IRR APRIL ELECT	36.39	
			67069 4/24	5/16/2024	SMPK CLINE SPIT UNMETERI	24.40	305.23
5/28/2024	0001540	SWAIN'S GENERAL STORE IN	327551	5/16/2024	VET PLANTS	180.07	
			326974	5/16/2024	DRA CABLE TIES RED GREAS	107.08	
			327356	5/16/2024	FG SHOWER LINER	18.67	305.82
5/28/2024	0001576	THURMAN SUPPLY	901624	5/16/2024	JV SHWR STRNR PVC CMNT	25.65	
			902307	5/16/2024	CH PVC PIPE NIP	21.18	46.83
5/28/2024	0004211	CENTURYLINK	333811110 5/24	5/16/2024	CDJ PHONES	153.01	153.01
5/28/2024	0004211	CENTURYLINK	3335584295 5/24	5/16/2024	DRA PHONES	143.50	143.50

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	5/28/2024	0004211	CENTURYLINK	33894964 5/24	5/16/2024	SC PHONES	78.59	78.59
	5/28/2024	0039486	LEGACY POWER SYSTEMS	242301960011	5/16/2024	CH GENERATOR INSPECT & :	2,150.78	
				242301960013	5/16/2024	CH GENERATOR INSPECTION	1,742.41	
				242301960012	5/16/2024	CH GENERATOR INSPECT & :	980.10	4,873.29
	5/28/2024	0041504	IML SECURITY SUPPLY	4076155	5/16/2024	SMPK LKPLSNT PRIVACY INC	384.74	384.74
Sub total for U S BANK:							37,808.66	

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5/28/2024	0004368	NICHOLS, MARK	NICHOLS05/14/24	5/14/2024	TRAVEL REIMBURSEMENT W	566.26	566.26
5/28/2024	0020849	U S BANK	849956265	5/14/2024	WESTLAW CONTRACT	3,259.87	
			850032348	5/14/2024	WESTLAW CONTRACT	469.22	
			ERJ175	5/14/2024	FLIGHT FOR TRAINING	466.20	
			5321807	5/14/2024	OFFICE SUPPLIES	109.29	
			4349822	5/14/2024	OFFICE SUPPLIES	45.64	
			7028243	5/14/2024	OFFICE SUPPLIES	43.83	
			INSURANCE5/14/24	5/14/2024	INCURANCE FOR FLIGHT	30.30	4,424.35
5/28/2024	0033773	DEVLIN, MICHELE	DEVLIN5/14/24	5/14/2024	TRAINING REIMBURSEMENT	161.38	161.38
5/28/2024	0034625	SCHLOSSER, LYNNE	SCHLOSSER 5/14/24	5/14/2024	TRAINING REIMBURSEMENT	204.75	204.75
5/28/2024	0046683	ODP BUSINESS SOLUTIONS	L363380364001	5/14/2024	OFFICE SUPPLIES	7.74	7.74
Sub total for U S BANK:							5,364.48

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0000099	A-1 AUTO PARTS	1484728	5/15/2024	DEF Fluid - SQ	41.36	
			1484780	5/15/2024	DEF Fluid - SQ 1038	20.68	62.04
5/28/2024	0000555	FASTENAL COMPANY	WAPOR96666	4/25/2024	Nitrile Gloves - PA	68.91	
			WAPOR96661	4/24/2024	M20-2.5X100 8.8 HCSZ - PA	30.74	99.65
5/28/2024	0000677	GRAINGER INC	9112804241	5/8/2024	Air Hose - PA 251	587.60	
			9110964286	5/7/2024	Surface Protectant Liquid - PA	319.88	
			9118407098	5/14/2024	Toggle Switch - PA	13.76	921.24
5/28/2024	0000772	INDUSTRIAL HYDRAULICS INC	A347862	5/13/2024	Dust Caps - {A 207	50.00	50.00
5/28/2024	0000821	JOHN DEERE AG & TURF CO	F117603763	5/14/2024	Vehicle Purchase - PA TM100	51,668.73	51,668.73
5/28/2024	0000848	PAPE KENWORTH NORTHWEST	E14635930	5/8/2024	Thermostate, Seals, Gaskets -	178.66	178.66
5/28/2024	0001252	PORT ANGELES, CITY OF	934-358/051024	5/10/2024	Utility Charges - PA	4,492.13	4,492.13
5/28/2024	0001255	PRICE FORD LINCOLN MERCURY	I5053648	5/9/2024	Wire ASY- PA S365	230.12	
			5053680	5/13/2024	Support - PA A57	16.24	
			5053689	5/13/2024	Key - PA S345	13.42	259.78
5/28/2024	0001385	SAFETY-KLEEN CORP	94277478	5/4/2024	Solvent - PA	280.91	
			94277477	5/4/2024	Solvent - PA	176.77	457.68
5/28/2024	0001405	LES SCHWAB TIRE CENTERS	S38000856985	5/9/2024	Tires - PA S315	1,253.16	1,253.16
5/28/2024	0001426	SEQUIM, CITY OF	1295.0/05012024	5/1/2024	Utility Charges (Water & Sewer)	304.22	304.22
5/28/2024	0001457	SME SOLUTIONS LLC	2224027	4/25/2024	Fuel Tank Cleaning - PA 20-FIP	23,466.60	23,466.60
5/28/2024	0004211	CENTURYLINK	34063592/05062	5/6/2024	Phone Services 812B - CH 20-f	99.58	99.58
5/28/2024	0004448	DAREN'S POINT S TIRE & AUTO	0097371	5/13/2024	Tires - PA S361	159.99	
			0097448	5/15/2024	Tire Swap - PA 130	108.68	268.67
5/28/2024	0022435	RACE STREET AUTO PARTS	671452-24	5/6/2024	Valve Inversion - PA 402	188.38	
			671614-24	5/7/2024	Filters, Wash Fluid, Wipers - SC	62.93	
			672460-24	5/14/2024	Battery - SQ 123	37.20	
			672211-24	5/13/2024	Radiator Cap - PA	10.77	299.28
5/28/2024	0023338	CENTRAL WELDING SUPPLY	0002063789	5/8/2024	Aerosol Spray - PA	41.78	41.78
5/28/2024	0025256	FIRE CHIEF EQUIPMENT CO	0018402-1	5/2/2024	Fire Extinguishers, Buildings - F	569.00	
			0019109-1	5/2/2024	Fire Extinguishers - PA Stores	183.77	
			0019159-1	5/13/2024	Fire Extinguisher Brkts - PA Sto	123.82	876.59
5/28/2024	0027284	MOTION INDUSTRIES INC	WA08-00229676	5/1/2024	ROL.BRG.MTD.UNITS - LC Str	1,267.93	1,267.93
5/28/2024	0042561	ALL BATTERY SALES & SERVICE	I22080445	5/8/2024	All Battery - PA Stores	587.90	587.90
5/28/2024	0043469	PETROCARD	0518988-IN	5/14/2024	Unleaded - CH	12,044.04	12,044.04

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	5/28/2024	0049733	VESTIS SERVICES LLC	5120465154	5/14/2024	Laundry Services - PA	29.64	
				5120462708	5/9/2024	Laundry Services - SQ	16.34	
				5120465141	5/14/2024	Laundry Services - LC	16.28	62.26
Sub total for U S BANK:							98,761.92	

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5/28/2024	0000196	BILLS PLUMBING & SANIKAN	IS3669493	5/1/2024	ODT SANIKAN	310.00	310.00
5/28/2024	0000244	BRUCH & BRUCH CONSTRUCC	1256 EST 7	5/5/2024	C1256 ESTIMATE 7 DRY CREI	46,717.00	46,717.00
5/28/2024	0000390	COMPLETE LINE, LLC, THE	234900	5/10/2024	ENGR SUPPLIES	58.81	58.81
5/28/2024	0000546	EXPRESS SERVICES, INC	30733642-10101	5/15/2024	05/06-05/12 EXPRESS EMPLC	4,230.18	4,230.18
5/28/2024	0000677	GRAINGER INC	9114053144	5/9/2024	MAINTENANCE SUPPLIES-PA	68.93	68.93
5/28/2024	0000709	HARBOR SAW & SUPPLY	798204	5/15/2024	MAINTENANCE SUPPLIES-PA	25.04	25.04
5/28/2024	0000714	HARTNAGEL BLDG SUPPLY IN	866543	5/13/2024	MAINTENANCE SUPPLIES PA	97.73	
			866623	5/14/2024	MAINTENANCE SUPPLIES PA	97.73	
			866544	5/13/2024	MAINTENANCE SUPPLIES	72.74	268.20
5/28/2024	0000885	LAKESIDE INDUSTRIES, INC	269650	5/11/2024	HMA COMMERCIAL - SQ	5,875.05	5,875.05
5/28/2024	0001253	PORT ANGELES SOLID WAST	1200311	4/17/2024	DUMP FEES	173.26	
			1198735	4/10/2024	DUMP FEES	43.93	217.19
5/28/2024	0001258	PORT ANGELES POWER EQU	98033401	5/8/2024	MAINTENANCE SUPPLIES - T	19.52	19.52
5/28/2024	0001300	PUBLIC UTILITY DISTRICT	30702/050624	5/6/2024	03/31-04/29 66 LOWER DAM F	52.07	52.07
5/28/2024	0001540	SWAIN'S GENERAL STORE IN	327359	5/9/2024	MAINTENANCE SUPPLIES	29.68	29.68
5/28/2024	0001635	UTILITIES UNDERGROUND LC	4040250	4/30/2024	UTILITIES UNDERGROUND L	293.04	293.04
5/28/2024	0004211	CENTURYLINK	6812667-0524	5/8/2024	05/24 360-681-2667	212.82	
			6835282-05/24	5/9/2024	05/24 360-683-5282 747B	147.04	359.86
5/28/2024	0021386	STAPLES ADVANTAGE	7000620676	5/11/2024	OFFICE SUPPLIES	72.94	72.94
5/28/2024	0027284	MOTION INDUSTRIES INC	WA08-00229675	5/1/2024	MAINTENANCE SUPPLIES-SC	1,264.39	1,264.39
5/28/2024	0028699	SOUND PUBLISHING INC	PDN994142	4/5/2024	ADVERTISING SOUND PUBLI	308.76	
			PDN992701	3/8/2024	ADVERTISING SOUND PUBLI	175.96	484.72
5/28/2024	0040717	CAPPS, LINDA	CAPPSREIM515	5/15/2024	REIMBURSEMENT MILEAGE (	51.75	51.75
5/28/2024	0049403	LUA CEJA, JONATHAN	181523072	5/10/2024	TANKER ENDORSEMENT LIC	59.50	59.50
5/28/2024	0049733	VESTIS SERVICES LLC	5120465153	5/14/2024	LAUNDRY SERVICE PA	16.33	
			5120465142	5/14/2024	LUANDRY SERVICE-LC	16.30	
			5120462719	5/9/2024	LUANDRY SERVICE-SQ	16.29	48.92
Sub total for U S BANK:							60,506.79

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Final Check List
CLALLAM COUNTY

Public Works

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0001300	PUBLIC UTILITY DISTRICT	119587-051424	5/14/2024	04/11/24~05/08/24 971 CARLS	487.27	487.27
5/28/2024	0001426	SEQUIM, CITY OF	062700.0424.US	5/1/2024	CITY OF SQ USAGE 04/24	9,157.05	
			062700.0424.BS	5/1/2024	CITY OF SQ BASE 04/24	2,364.00	11,521.05
5/28/2024	0000546	EXPRESS SERVICES, INC	30733642-43401	5/15/2024	05/06-05/12 EXPRESS CROS	535.08	535.08
Sub total for U S BANK:							12,543.40

Sheriff (1)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0000296	CENTURYLINK	406092135-May	5/6/2024	DATA CONNECTION	1,236.30	1,236.30
5/28/2024	0000296	CENTURYLINK	300421654-May	5/6/2024	TELEPHONE SERVICE	226.97	226.97
5/28/2024	0000459	DAY WIRELESS SYSTEMS INC#INV818838		3/27/2024	PARTS FOR 2024 VEHICLES	998.62	998.62
5/28/2024	0000491	DOOLEY ENTERPRISES INC	67774	4/26/2024	AMMUNITION	4,903.40	4,903.40
5/28/2024	0001252	PORT ANGELES, CITY OF	84525	5/10/2024	E911 REIMBURSEMENT - MAI	10,816.91	
			82495-181160-M	5/10/2024	UTILITIES - FRONT STREET	485.25	11,302.16
5/28/2024	0001641	VERIZON WIRELESS	9962421000	4/23/2024	CELL PHONE SERVICE	429.37	429.37
5/28/2024	0001677	WA ASSOC OF SHERIFFS & P	DUES 2024-004	4/15/2024	ASSOCIATE DUES - WAKNITZ	75.00	75.00
5/28/2024	0004211	CENTURYLINK	333972275	5/3/2024	INTERNET	65.00	65.00
5/28/2024	0029266	NI GOVERNMENT SERVICES	I24042909221	5/6/2024	SATELLITE PHONE SERVICE	51.28	51.28
5/28/2024	0040427	NORPOINT GROUP LLC	1362 NPG	5/17/2024	COURTHOUSE & JUVENILE S	9,900.00	9,900.00
5/28/2024	0040672	ENDUR ID INC	20-33357	5/9/2024	WRISTBANDS	1,081.66	1,081.66
5/28/2024	0042874	BAGLEY CREEK OUTFITTERS	20521	5/14/2024	UNIFORM HATS - JAIL & OPEI	277.70	
			20520	5/14/2024	EMBROIDERY ON UNIFORM I	119.79	397.49
5/28/2024	0046683	ODP BUSINESS SOLUTIONS	L364560572001	4/25/2024	COPY PAPER, POST-IT FLAG	150.37	
			365328547001	4/26/2024	OFFICE SUPPLIES	90.58	240.95
5/28/2024	0047701	OAC SERVICES INC	148648	5/14/2024	DESIGN SERVICES EMD PRC	4,802.00	4,802.00
5/28/2024	0049772	SISK, RODERIC	051024	5/10/2024	MILEAGE TO AND FROM ACA	282.74	282.74
5/28/2024	0049773	BARNARD, ALAN	051124	5/11/2024	REFRESHMENTS AT DART MI	225.53	225.53
Sub total for U S BANK:							36,218.47

Sheriff (2)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0001439	SHERIFFS ADVANCED TRAVE	5364	4/7/2024	CODY ANDERSON	872.16	
			5371	4/28/2024	STEFFEN ESTEP	701.95	
			5363	4/3/2024	DAVID FLETCHER	388.42	
			5365	4/7/2024	JEFF WATERHOUSE	304.00	
			5366	4/7/2024	LINDA JOHNSON	304.00	
			5369	4/28/2024	NICHOLAS CANNADY	293.25	
			5370	4/28/2024	CODY BROOKS	293.25	
			5367	4/7/2024	AMY BUNDY	288.00	
			5368	4/7/2024	MICHELE DEVLIN	288.00	3,733.03
5/28/2024	0003046	LEY, JOSHUA	042924	4/29/2024	TRAVEL - WENATCHEE	132.75	132.75
5/28/2024	0020849	U S BANK	0097-May24	5/6/2024	TALLEY,OFFENDER,HAT PRC	4,438.86	
			6730-May24	5/6/2024	GOOD2GO,COEUR D'ALENE,	3,976.09	
			8739-May24	5/6/2024	GOOD2GO,COEUR D'ALENE,	1,890.15	
			0037-May24	5/6/2024	AMAZON, GLOBALSTAR	1,558.94	
			7275-May24	5/6/2024	COEUR D'ALENE, LIVE VIEW	1,007.20	
			6236-May24	5/6/2024	TESSCO, GOOD2GO, AMAZO	786.31	
			6528-May24	5/6/2024	AMAZON, CONOCO, CAMPUS	739.47	
			7400-May24	5/6/2024	SIMPLISAFE	32.57	
			0945-May24	5/6/2024	AMAZON, IAPE, MADISON SE	-141.20	14,288.39
5/28/2024	0038483	ESTEP, STEFFEN	042824	4/28/2024	TRAVEL-RICHLAND	64.84	64.84
5/28/2024	0038927	BRAY, RICHARD	070924	4/9/2024	TRAVEL - ELLENSBURG	59.00	59.00
5/28/2024	0046112	EARLS, JASON	042824	4/28/2024	TRAVEL -WENATCHEE	522.66	522.66
5/28/2024	0046149	EDWARDS, HAROLD	042824	4/28/2024	TRAVEL - WENATCHEE	73.75	
			040924a	4/9/2024	TRAVEL - ELLENSBURG	59.00	132.75
5/28/2024	0048419	BROOKS, CODY	042824	4/28/2024	TRAVEL - RICHLAND	86.25	86.25
5/28/2024	0049756	CANNADY, NICHOLAS	042824	4/28/2024	TRAVEL - RICHLAND	36.26	36.26
5/28/2024	0049770	ERSKINE, JEFFREY	042824	4/28/2024	TRAVEL - WENATCHEE	73.75	73.75
Sub total for U S BANK:							19,129.68

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0000357	CLALLAM-JEFFERSON CO PR04-24 CF		5/15/2024	APRIL 2024 - COURT FACILITY	600.00	600.00
5/28/2024	0001010	LINDA MONTGOMERY INVEST85698		5/10/2024	22-1-00237-05, ST. V. HILL, EX	20,070.00	20,070.00
5/28/2024	0001037	MUSCATEL, KENNETH, PHD 3347		5/10/2024	23-8-00093-05, ST. V. THOMAS	5,000.00	5,000.00
5/28/2024	0001148	OLYMPIC SPRINGS INC 91882330		5/13/2024	4/02/24-JURY ROOM WATER	58.48	58.48
5/28/2024	0001179	PACIFIC OFFICE EQUIPMENT 1140236		5/13/2024	4/2024-CONTRACT COST RAT	93.50	
		1139780		5/13/2024	5/22/24, TONER CARTRIDGE,	63.82	
		1140239		5/13/2024	4/2024-CONTRACT COST RAT	48.82	
		1140234		5/13/2024	5/2024-CONTRACT BASE RAT	32.67	
		1140238		5/13/2024	5/2024-CONTRACT BASE RAT	27.23	
		1140237		5/13/2024	5/2024-CONTRACT BASE RAT	21.78	
		1140235		5/13/2024	4/2024-CONTRACT COST RAT	8.35	296.17
5/28/2024	0001212	PENINSULA DISPUTE RESOL104-24 PDRC		5/15/2024	APRIL 2024 - PDRC SURCHAF	1,135.00	1,135.00
5/28/2024	0001764	WEST PAYMENT CENTER, TH850180951		5/13/2024	MAY 2024-LAW LIBRARY PLAI	303.60	303.60
5/28/2024	0020949	ALBERT A ABUAN PLLC 1990817ABUAN		5/10/2024	24-4-00039-05, IN RE CORE, C	1,316.74	1,316.74
5/28/2024	0033156	ACOSTA SERVICES ATS 2024 0059		5/10/2024	23-1-00158-05, IN RE IBARRA,	438.00	438.00
5/28/2024	0036997	MARK R MCCLUNG MDPC 13515		5/13/2024	23-1-00207-05, ST. V. CELLA,	1,312.50	1,312.50
5/28/2024	0039420	MUCKLEY, TIFFANY 1990941MUCKL		5/13/2024	APRIL 2024-MILEAGE REIMBL	233.16	233.16
5/28/2024	0039499	LAW OFFICE OF DEREK G ME1990822MEDIN/		5/10/2024	24-4-00045-05, IN RE RODRIG	670.00	
		1990823MEDIN/		5/10/2024	21-4-00313-05, IN RE WARD, I	230.00	
		1990824		5/10/2024	21-4-00313-05, IN RE WARD, 2	197.50	1,097.50
5/28/2024	0046756	PENA, KONNING MAURICIO 000060		5/13/2024	24-1-00038-05, ST. V. MORALI	198.00	
		000061		5/13/2024	24-1-00038-05, ST. V. MORALI	162.00	
		000059		5/13/2024	24-8-00031-05, ST. V. ORNELA	135.00	495.00
5/28/2024	0046965	WARREN, MICHELLE 1990940WARRE		5/13/2024	APRIL 2024-MILEAGE REIMBL	26.80	26.80
5/28/2024	0048718	VICKIE L BREWER ATTORNEY1990819BREWE		5/10/2024	23-2-00025-05, UNITED RENT,	250.00	250.00
5/28/2024	0049041	MONTEJO, CARLA 1990827MONTE		5/10/2024	24-4-00154-05, IN RE NELSON	1,583.20	1,583.20
5/28/2024	0049753	MOORE, CHRISTOPHER 1990820MOORE		5/10/2024	22-1-00237-05, ST. V. HILL, EX	2,725.00	2,725.00
Sub total for U S BANK:							36,941.15

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Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/28/2024	0000008	LEXIS NEXIS RISK MGMT INC	1382924-202404	5/15/2024	MONTHLY SUBSCRIPTION	115.53	115.53
5/28/2024	0000331	CLALLAM COUNTY AUDITOR	24-162605	5/15/2024	CU AND DFL RECORDING RE	1,218.00	
			24-162728	5/15/2024	CURRENT USE REMOVAL RE	304.50	1,522.50
5/28/2024	0046683	ODP BUSINESS SOLUTIONS	L363878226001	5/15/2024	OFFICE SUPPLIES	599.51	599.51
Sub total for U S BANK:							2,237.54

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/16/2024	0000268	WAVE BUSINESS	WAVE 5/16/24	5/16/2024	VET CENTER PHONE	119.25	119.25
5/16/2024	0001036	MURREYS OLYMPIC DISPOS	AMDC 5/16/24	5/16/2024	RECYCLE	41.96	41.96
5/16/2024	0001179	PACIFIC OFFICE EQUIPMENT	POE 5/16/24	5/16/2024	VET CENTER PRINTER	94.21	94.21
5/16/2024	0001300	PUBLIC UTILITY DISTRICT	CJ2362 5/16/24	5/16/2024	UTILITIES	513.50	513.50
5/16/2024	0004037	HARPER RIDGEVIEW CHAPEL	BC9936 5/16/24	5/16/2024	DEATH BENIFIT	800.00	800.00
5/16/2024	0020849	U S BANK	HJ6311 5/16/24	5/16/2024	FOOD	150.00	
			MB8950 5/16/24	5/16/2024	FOOD	150.00	
			VK5992 5/16/24	5/16/2024	FOOD	150.00	
			DD4175 5/16/24	5/16/2024	FOOD	100.00	
			FR5264 5/16/24	5/16/2024	FOOD	100.00	
			HJ5467 5/16/24	5/16/2024	FUEL	100.00	
			LA5106 5/16/24	5/16/2024	FOOD	100.00	
			MC2576 5/16/24	5/16/2024	FOOD	100.00	
			SD0379 5/16/24	5/16/2024	FOOD	100.00	1,050.00
Sub total for U S BANK:							2,618.92

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Final Check List
CLALLAM COUNTY

WSU Ext

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	5/28/2024	0000196	BILLS PLUMBING & SANIKAN	IS3669773	5/28/2024	BILLS PLUMBING AND SANIK	150.00	150.00
	5/28/2024	0001179	PACIFIC OFFICE EQUIPMENT	1140240	5/21/2024	PACIFIC OFFICE EQUIPMENT	273.25	273.25
	5/28/2024	0020849	U S BANK	042024usbank	5/21/2024	APRIL 2024 US BANK	168.77	168.77
Sub total for U S BANK:							592.02	



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MAY 28 2024

Payroll Ending: 5/15/2024

Gross Earnings:	\$958,435.61
Benefits Paid:	\$209,834.13
Total Expenditures:	\$1,168,269.74

STATE OF WASHINGTON)
COUNTY OF CLALLAM)

This is to certify that the foregoing 'Labor Distribution Totals by Fund' Report for the period herein indicated is a full, true, and correct representation of the earnings and benefits paid to all Clallam County employees as recorded in the books of original entry maintained by this office.

WITNESS MY HAND THIS 22nd DAY OF May 2024

Sandra L. Williams
SANDRA L. WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the payroll herein specified has been disbursed and that the earnings and benefits listed above are approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

MIKE FRENCH

(County Administrator)

COPY

Payroll and Benefits Paid for semi-monthly payroll: May 24, 2024					
Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employee s Paid by Fund #	Total Expenditures
COUNTY (Semi-Monthly)					
General Fund	00100	691,631.00	147,103.79	219	838,734.79
HHS	11301	25,765.71	5,364.59	11	31,130.30
Prosecutor-Local Crime Victim	11701	5,179.80	963.25	2	6,143.05
Treasurer- O&M	12201	927.26	188.20	1	1,115.46
Auditor-Doc Preservation	12401	2,124.00	429.76	2	2,553.76
Noxious Weed Control	13001	5,240.37	1,225.78	2	6,466.15
Veterans Relief	19914	4,802.46	965.34	2	5,767.80
Affordable Housing Sales Tax	19951	4,559.67	886.97	1	5,446.64
HR-Risk Management	50401	13,091.89	4,923.37	4	18,015.26
HR-Workers Compensation	50501	1,864.62	392.91	2	2,257.53
		755,186.78	162,443.96	917,630.74	
ROADS					
PW - Roads	10101	161,095.47	38,028.05	61	199,123.52
PW - Flood Control	10135	3,819.18	779.13	3	4,598.31
PW - Broadband Infrastructure	30805	267.92	61.84	1	329.76
PW - Solid Waste	40201	1,037.51	227.51	2	1,265.02
Clallam Bay/Sekiu Sewer	41401	10,105.45	2,314.80	8	12,420.25
PW - Carlsborg Sewer M&O	42401	1,561.77	339.10	6	1,900.87
ER&R	50301	25,361.53	5,639.74	14	31,001.27
TOTALS		203,248.83	47,390.17	250,639.00	
		958,435.61	209,834.13	1,168,269.74	

Prepared by:



Sherry Price, Deputy Auditor

COPY

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Check Date: 05/24/2024

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2024 to 05/15/2024-2 Cycle sc

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Fund Worked : 00100
Emps : 219

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	589,495.61	16,950.12	v	VACATION	25,409.07	591.44
fh	FLOATING HOLIDAY	20,208.18	568.25	s	SICK	19,861.38	605.53
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	13,273.38	166.00	o15s	OVERTIME X 1.5 - SHERIFF DEPT	8,757.61	170.50
vp	VACATION PAYOFF	3,250.16	90.67	fl	FUNERAL LEAVE	1,953.31	53.00
cu	COMP USED	1,948.71	57.44	accred	ACCREDITATION PAY	1,322.38	
mil	MILITARY LEAVE	1,287.36	48.00	auto	AUTO ALLOWANCE CONTRACTUAL	1,020.00	
aute	AUTO ALLOWANCE ELECTED	680.00		stby	STANDBY PAY	549.01	14.00
oth	OVERTIME X 1.5 - HOURLY	481.65	32.25	bsba	BS/BA EDUCATION INCENTIVE	437.93	
o15j	OVERTIME x 1.5 - JUV DETENTION	393.66	10.00	detpay	DETECTIVE PAY	299.70	
o20m	OT X 2.0 - CORR MANDATORY/SHRF	215.41	4.00	phsm	PHONE STIPEND SMART PHONE	180.00	
aaas	AA/AS EDUCATION INCENTIVE	166.07		spt	SICK PAYOFF - TERMINATION 10%	156.56	43.67
uapr	URINE ANALYSIS PREMIUM	88.00		asp	SHERIFF ACTING SUPERVISOR PAY	86.50	52.50
sc15	HHS SCANNING PROJ OT X 1.5	62.36	1.00	billing	BILINGUAL INCENTIVE	31.40	
aspj	ACTING SUPERVISOR PAY JUVENILE	15.60	12.00				
				Totals:		691,631.00	19,470.37

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	58,429.21	socsec	SOCIAL SECURITY	42,610.34
pers2	PERS 2 RETIREMENT	30,852.48	401a	401A DEFERRED COMPENSATION	16,213.68
icm457	ICMA DEFERRED COMP	11,678.40	medtx	MEDICARE TAX	9,965.40
psers	PSERS RETIREMENT	5,773.82	leoff2	LEOFF 2 RETIREMENT	5,456.56
rth457	ROTH-ICMA DEFERRED COMP	4,010.62	fm1atx	WA Paid Family & Medical Leave	3,632.00
udteam	UNION DUES - TEAMSTERS	3,586.93	wacare	WA Long-Term Care	3,523.95
pers3	PERS 3 RETIREMENT	3,014.61	n457	NATIONWIDE 457	1,487.50
l&i	L&I - SELF INSURED	1,424.17	dshs	DSHS CHILD SUPPORT	1,287.47
h457	MASSMUTUAL 457	1,232.33	dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00
udpd	UNION DUES - 1619 D	573.45	udcd	UNION DUES - 1619 CD C	559.68
udlc	UNION DUES - 1619 LC	414.57	adv	ADVANCE REPAYMENT	411.81
udmp	UNION DUES - 1619 MP	383.76	evggar	EVERGREEN FIN GARNISHMENT	345.32
usdtr	US DEPARTMENT OF TREASURY	327.93	pers1	PERS 1 RETIREMENT	209.90
udtint	TEAMSTERS INIT FEE or ADJ	120.00	udcs	UNION DUES - 1619 CS	63.96
udps	UNION DUES - 1619 S	37.73	garnfe	GARNISHMENT FEE	2.00
			Totals:		208,379.58

Benefit Code and Description		Amount	Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	45,488.76	socsec	SOCIAL SECURITY	42,610.34

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Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2024 to 05/15/2024-2 Cycle sc

Fund Worked : 00100
Emps : 219

Benefit Code and Description		Amount
l&i	L&I - SELF INSURED	16,218.59
medtx	MEDICARE TAX	9,965.40
pers3	PERS 3 RETIREMENT	4,425.25
fmlatx	WA Paid Family & Medical Leave	1,452.68
pers1	PERS 1 RETIREMENT	333.39

Benefit Code and Description		Amount
401a	401A DEFERRED COMPENSATION	13,403.75
psers	PSERS RETIREMENT	8,493.44
leoff2	LEOFF 2 RETIREMENT	3,403.14
unemp	UNEMPLOYMENT	1,309.05

Totals:	147,103.79	
Gross Earnings by Fund:	691,631.00	19,470.37
Total Fund Deductions:	208,379.58	
Fund Net:	483,251.42	

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Check Date: 05/24/2024

Labor Distribution Totals By Fund
CLALLAM COUNTY
05/01/2024 to 05/15/2024-2 Cycle sc

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Fund Worked : 11301
Emps : 11

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		23,523.62	814.25	s	SICK		1,244.48	48.00
sc15	HHS SCANNING PROJ OT X 1.5		451.50	9.50	fh	FLOATING HOLIDAY		301.30	8.00
v	VACATION		244.81	6.50					
					Totals:			25,765.71	886.25
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,670.58	pers2	PERS 2 RETIREMENT		1,638.70		
socsec	SOCIAL SECURITY		1,597.48	401a	401A DEFERRED COMPENSATION		713.06		
medtx	MEDICARE TAX		373.62	udtint	TEAMSTERS INIT FEE or ADJ		350.00		
udteam	UNION DUES - TEAMSTERS		265.45	wacare	WA Long-Term Care		149.46		
fmlatx	WA Paid Family & Medical Leave		136.19	l&i	L&I - SELF INSURED		69.65		
h457	MASSMUTUAL 457		20.91						
				Totals:			6,985.10		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		2,455.46	socsec	SOCIAL SECURITY		1,597.48		
401a	401A DEFERRED COMPENSATION		441.69	l&i	L&I - SELF INSURED		390.32		
medtx	MEDICARE TAX		373.62	fmlatx	WA Paid Family & Medical Leave		54.48		
unemp	UNEMPLOYMENT		51.54						
				Totals:			5,364.59		
				Gross Earnings by Fund:			25,765.71	886.25	
				Total Fund Deductions:			6,985.10		
				Fund Net:			18,780.61		

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Fund Worked : 11701
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,458.93	116.25	fh	FLOATING HOLIDAY		918.52	32.00
s	SICK		572.72	19.75	v	VACATION		229.63	8.00
					Totals:			5,179.80	176.00
Deduction Code and Description			Amount				Amount		
pers2	PERS 2 RETIREMENT		329.44				321.15		
fedtx	FEDERAL WITHHOLDING TAX		210.08				75.11		
udteam	UNION DUES - TEAMSTERS		66.50				27.38		
wacare	WA Long-Term Care		15.39				9.79		
				Totals:			1,054.84		
Benefit Code and Description			Amount				Amount		
pers2	PERS 2 RETIREMENT		493.63				321.15		
medtx	MEDICARE TAX		75.11				52.05		
fmlatx	WA Paid Family & Medical Leave		10.95				10.36		
				Totals:			963.25		
				Gross Earnings by Fund:			5,179.80	176.00	
				Total Fund Deductions:			1,054.84		
				Fund Net:			4,124.96		

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Fund Worked : 12201
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		927.26	38.40					
					Totals:			927.26	38.40
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
pers2	PERS 2 RETIREMENT		58.97		socsec	SOCIAL SECURITY		57.49	
udtint	TEAMSTERS INIT FEE or ADJ		30.00		401a	401A DEFERRED COMPENSATION		27.82	
medtx	MEDICARE TAX		13.45		fedtx	FEDERAL WITHHOLDING TAX		11.05	
wacare	WA Long-Term Care		5.38		fmlatx	WA Paid Family & Medical Leave		4.90	
l&i	L&I - SELF INSURED		3.23						
					Totals:			212.29	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		88.37		socsec	SOCIAL SECURITY		57.49	
401a	401A DEFERRED COMPENSATION		18.55		medtx	MEDICARE TAX		13.45	
l&i	L&I - SELF INSURED		6.53		fmlatx	WA Paid Family & Medical Leave		1.96	
unemp	UNEMPLOYMENT		1.85						
					Totals:			188.20	
					Gross Earnings by Fund:			927.26	38.40
					Total Fund Deductions:			212.29	
					Fund Net:			714.97	

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Fund Worked : 12401
Emps : 2

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	1,943.51	79.75	s	SICK	180.49	8.25
Totals:						2,124.00	88.00
Deduction Code and Description		Amount	Deduction Code and Description		Amount		
fedtx	FEDERAL WITHHOLDING TAX	143.27	pers2	PERS 2 RETIREMENT	135.08		
socsec	SOCIAL SECURITY	131.68	401a	401A DEFERRED COMPENSATION	43.31		
medtx	MEDICARE TAX	30.80	udteam	UNION DUES - TEAMSTERS	27.12		
icm457	ICMA DEFERRED COMP	25.00	wacare	WA Long-Term Care	12.32		
fmlatx	WA Paid Family & Medical Leave	11.22	l&i	L&I - SELF INSURED	6.76		
Totals:					566.56		
Benefit Code and Description		Amount	Benefit Code and Description		Amount		
pers2	PERS 2 RETIREMENT	202.42	socsec	SOCIAL SECURITY	131.68		
401a	401A DEFERRED COMPENSATION	42.48	medtx	MEDICARE TAX	30.80		
l&i	L&I - SELF INSURED	13.64	fmlatx	WA Paid Family & Medical Leave	4.49		
unemp	UNEMPLOYMENT	4.25	Totals:				429.76
Gross Earnings by Fund:						2,124.00	88.00
Total Fund Deductions:						566.56	
Fund Net:						1,557.44	

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Fund Worked : 13001
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		5,240.37	182.50					
					Totals:			5,240.37	182.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		402.37	pers2	PERS 2 RETIREMENT		333.28		
socsec	SOCIAL SECURITY		324.90	401a	401A DEFERRED COMPENSATION		216.35		
medtx	MEDICARE TAX		75.99	udmp	UNION DUES - 1619 MP		31.98		
wacare	WA Long-Term Care		30.39	udteam	UNION DUES - TEAMSTERS		28.50		
fmlatx	WA Paid Family & Medical Leave		27.70	l&i	L&I - SELF INSURED		14.32		
				Totals:			1,485.78		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		499.41	socsec	SOCIAL SECURITY		324.90		
l&i	L&I - SELF INSURED		199.11	401a	401A DEFERRED COMPENSATION		104.81		
medtx	MEDICARE TAX		75.99	fmlatx	WA Paid Family & Medical Leave		11.08		
unemp	UNEMPLOYMENT		10.48						
				Totals:			1,225.78		
				Gross Earnings by Fund:			5,240.37		182.50
				Total Fund Deductions:			1,485.78		
				Fund Net:			3,754.59		

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Fund Worked : 19914
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,375.98	144.00	fh	FLOATING HOLIDAY		426.48	16.00
					Totals:			4,802.46	160.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		305.43	socsec	SOCIAL SECURITY		297.75		
fedtx	FEDERAL WITHHOLDING TAX		285.23	401a	401A DEFERRED COMPENSATION		193.21		
medtx	MEDICARE TAX		69.63	udteam	UNION DUES - TEAMSTERS		68.50		
wacare	WA Long-Term Care		27.86	fmlatx	WA Paid Family & Medical Leave		25.39		
l&i	L&I - SELF INSURED		12.12				Totals:	1,285.12	
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		457.68	socsec	SOCIAL SECURITY		297.75		
401a	401A DEFERRED COMPENSATION		96.05	medtx	MEDICARE TAX		69.63		
l&i	L&I - SELF INSURED		24.48	fmlatx	WA Paid Family & Medical Leave		10.15		
unemp	UNEMPLOYMENT		9.60				Totals:	965.34	
							Gross Earnings by Fund:	4,802.46	160.00
							Total Fund Deductions:	1,285.12	
							Fund Net:	3,517.34	

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Fund Worked : 19951
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,389.67	88.00	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
					Totals:			4,559.67	88.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		603.46	socsec	SOCIAL SECURITY		282.70		
pers2	PERS 2 RETIREMENT		279.18	401a	401A DEFERRED COMPENSATION		219.48		
medtx	MEDICARE TAX		66.12	wacare	WA Long-Term Care		26.45		
fmlatx	WA Paid Family & Medical Leave		24.10	l&i	L&I - SELF INSURED		6.74		
				Totals:			1,508.23		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		418.34	socsec	SOCIAL SECURITY		282.70		
401a	401A DEFERRED COMPENSATION		87.79	medtx	MEDICARE TAX		66.12		
l&i	L&I - SELF INSURED		13.60	fmlatx	WA Paid Family & Medical Leave		9.64		
unemp	UNEMPLOYMENT		8.78						
				Totals:			886.97		
				Gross Earnings by Fund:			4,559.67		88.00
				Total Fund Deductions:			1,508.23		
				Fund Net:			3,051.44		

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Fund Worked : 50401
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		11,364.30	230.31	vp	VACATION PAYOFF		1,121.42	29.05
v	VACATION		279.70	6.00	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
s	SICK		156.47	2.00					
					Totals:			13,091.89	267.36
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,599.92	socsec	SOCIAL SECURITY		853.17		
h457	MASSMUTUAL 457		621.26	pers2	PERS 2 RETIREMENT		315.07		
medtx	MEDICARE TAX		199.54	icm457	ICMA DEFERRED COMP		180.55		
wacare	WA Long-Term Care		75.94	fmlatx	WA Paid Family & Medical Leave		69.21		
401a	401A DEFERRED COMPENSATION		46.32	l&i	L&I - SELF INSURED		21.91		
				Totals:			3,982.89		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
vebahr	HRA VEBA		2,209.22	socsec	SOCIAL SECURITY		853.17		
h457	MASSMUTUAL 457		652.46	pers2	PERS 2 RETIREMENT		472.12		
401a	401A DEFERRED COMPENSATION		441.40	medtx	MEDICARE TAX		199.54		
l&i	L&I - SELF INSURED		44.20	fmlatx	WA Paid Family & Medical Leave		27.67		
unemp	UNEMPLOYMENT		23.59						
				Totals:			4,923.37		
				Gross Earnings by Fund:			13,091.89	267.36	
				Total Fund Deductions:			3,982.89		
				Fund Net:			9,109.00		

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Fund Worked : 50501
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,070.65	30.81	v	VACATION		793.97	8.80
					Totals:			1,864.62	39.61
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
icm457	ICMA DEFERRED COMP		217.22	fedtx	FEDERAL WITHHOLDING TAX		213.46		
pers2	PERS 2 RETIREMENT		117.53	401a	401A DEFERRED COMPENSATION		116.60		
socsec	SOCIAL SECURITY		115.92	medtx	MEDICARE TAX		27.11		
fmlatx	WA Paid Family & Medical Leave		9.86	wacare	WA Long-Term Care		6.21		
l&i	L&I - SELF INSURED		1.68						
				Totals:			825.59		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		177.70	socsec	SOCIAL SECURITY		115.92		
401a	401A DEFERRED COMPENSATION		61.11	medtx	MEDICARE TAX		27.11		
fmlatx	WA Paid Family & Medical Leave		3.94	unemp	UNEMPLOYMENT		3.73		
l&i	L&I - SELF INSURED		3.40						
				Totals:			392.91		
				Gross Earnings by Fund:			1,864.62	39.61	
				Total Fund Deductions:			825.59		
				Fund Net:			1,039.03		

Fund Worked : - Totals -
Emps : 239

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	645,789.90	18,674.39	v	VACATION	26,957.18	620.74
s	SICK	22,015.54	683.53	fh	FLOATING HOLIDAY	21,854.48	624.25
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	13,273.38	166.00	o15s	OVERTIME X 1.5 - SHERIFF DEPT	8,757.61	170.50
vp	VACATION PAYOFF	4,371.58	119.72	fl	FUNERAL LEAVE	1,953.31	53.00
cu	COMP USED	1,948.71	57.44	auto	AUTO ALLOWANCE CONTRACTUAL	1,360.00	
accred	ACCREDITATION PAY	1,322.38		mil	MILITARY LEAVE	1,287.36	48.00
aute	AUTO ALLOWANCE ELECTED	680.00		stby	STANDBY PAY	549.01	14.00
sc15	HHS SCANNING PROJ OT X 1.5	513.86	10.50	oth	OVERTIME x 1.5 - HOURLY	481.65	32.25
bsba	BS/BA EDUCATION INCENTIVE	437.93		o15j	OVERTIME x 1.5 - JUV DETENTION	393.66	10.00
detpay	DETECTIVE PAY	299.70		o20m	OT X 2.0 - CORR MANDATORY/SHRF	215.41	4.00
phsm	PHONE STIPEND SMART PHONE	180.00		aaas	AA/AS EDUCATION INCENTIVE	166.07	
spt	SICK PAYOFF - TERMINATION 10%	156.56	43.67	uapr	URINE ANALYSIS PREMIUM	88.00	
asp	SHERIFF ACTING SUPERVISOR PAY	86.50	52.50	biling	BILINGUAL INCENTIVE	31.40	
aspj	ACTING SUPERVISOR PAY JUVENILE	15.60	12.00				
				Totals:		755,186.78	21,396.49

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	63,568.63
pers2	PERS 2 RETIREMENT	34,365.16
icm457	ICMA DEFERRED COMP	12,101.17
psers	PSERS RETIREMENT	5,773.82
udteam	UNION DUES - TEAMSTERS	4,043.00
fmlatx	WA Paid Family & Medical Leave	3,967.95
pers3	PERS 3 RETIREMENT	3,014.61
l&i	L&I - SELF INSURED	1,570.37
dshs	DSHS CHILD SUPPORT	1,287.47
udpd	UNION DUES - 1619 D	573.45
udtint	TEAMSTERS INIT FEE or ADJ	500.00
udlc	UNION DUES - 1619 LC	414.57
evggar	EVERGREEN FIN GARNISHMENT	345.32
pers1	PERS 1 RETIREMENT	209.90
udps	UNION DUES - 1619 S	37.73

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	46,592.58
401a	401A DEFERRED COMPENSATION	17,789.83
medtx	MEDICARE TAX	10,896.77
leoff2	LEOFF 2 RETIREMENT	5,456.56
rth457	ROTH-ICMA DEFERRED COMP	4,010.62
wacare	WA Long-Term Care	3,873.35
h457	MASSMUTUAL 457	1,874.50
n457	NATIONWIDE 457	1,487.50
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00
udcd	UNION DUES - 1619 CD C	559.68
udmp	UNION DUES - 1619 MP	415.74
adv	ADVANCE REPAYMENT	411.81
usdtr	US DEPARTMENT OF TREASURY	327.93
udcs	UNION DUES - 1619 CS	63.96
garnfe	GARNISHMENT FEE	2.00
Totals:		226,285.98

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	50,753.89

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	46,592.58

Fund Worked : - Totals -
Emps : 239

Benefit Code and Description		Amount
l&i	L&I - SELF INSURED	16,965.92
medtx	MEDICARE TAX	10,896.77
pers3	PERS 3 RETIREMENT	4,425.25
vebahr	HRA VEBA	2,209.22
unemp	UNEMPLOYMENT	1,433.23
pers1	PERS 1 RETIREMENT	333.39

Benefit Code and Description		Amount
401a	401A DEFERRED COMPENSATION	14,697.63
psers	PSERS RETIREMENT	8,493.44
leoff2	LEOFF 2 RETIREMENT	3,403.14
fm1atx	WA Paid Family & Medical Leave	1,587.04
h457	MASSMUTUAL 457	652.46

Totals:	162,443.96	
Grand Total Gross Earnings:	755,186.78	21,396.49
Grand Total Deductions:	226,285.98	
Grand Total Net:	528,900.80	

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Fund Worked : 10101
Emps : 61

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	134,301.62	4,089.25	v	VACATION	13,320.17	385.25
s	SICK	5,540.71	179.50	fh	FLOATING HOLIDAY	3,380.47	113.50
adml	ADMINISTRATIVE LEAVE PAID	2,520.27	90.00	o15r	OVERTIME X 1.5 - ROADS DEPT	1,893.93	38.50
cu	COMP USED	1,499.18	45.75	auto	AUTO ALLOWANCE CONTRACTUAL	340.00	
c15r	COMP EARNED X 1.5 ROADS	-1,700.88	-34.00				
				Totals:		161,095.47	4,907.75
Deduction Code and Description		Amount		Deduction Code and Description		Amount	
fedtx	FEDERAL WITHHOLDING TAX	12,794.83		socsec	SOCIAL SECURITY	10,069.47	
pers2	PERS 2 RETIREMENT	9,769.35		icm457	ICMA DEFERRED COMP	3,680.51	
401a	401A DEFERRED COMPENSATION	2,738.90		medtx	MEDICARE TAX	2,354.93	
udteam	UNION DUES - TEAMSTERS	1,662.31		fmlatx	WA Paid Family & Medical Leave	858.09	
wacare	WA Long-Term Care	825.26		h457	MASSMUTUAL 457	641.09	
pers3	PERS 3 RETIREMENT	421.54		l&i	L&I - SELF INSURED	357.50	
dshs	DSHS CHILD SUPPORT	221.00		udmp	UNION DUES - 1619 MP	180.89	
udtint	TEAMSTERS INIT FEE or ADJ	50.00		garnfe	GARNISHMENT FEE	0.50	
				Totals:		46,626.17	
Benefit Code and Description		Amount		Benefit Code and Description		Amount	
pers2	PERS 2 RETIREMENT	14,520.27		socsec	SOCIAL SECURITY	9,992.49	
l&i	L&I - SELF INSURED	6,583.80		401a	401A DEFERRED COMPENSATION	3,132.55	
medtx	MEDICARE TAX	2,336.92		pers3	PERS 3 RETIREMENT	799.69	
fmlatx	WA Paid Family & Medical Leave	340.58		unemp	UNEMPLOYMENT	321.66	
perscu	PERS RETIREMENT CATCH UP	0.09					
				Totals:		38,028.05	
				Gross Earnings by Fund:		161,095.47	4,907.75
				Total Fund Deductions:		46,626.17	
				Fund Net:		114,469.30	

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Fund Worked : 10135
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Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	3,819.18	99.00				
				Totals:		3,819.18	99.00
Deduction Code and Description		Amount	Deduction Code and Description		Amount		
401a	401A DEFERRED COMPENSATION	326.40	fedtx	FEDERAL WITHHOLDING TAX	307.93		
socsec	SOCIAL SECURITY	236.89	pers2	PERS 2 RETIREMENT	212.23		
medtx	MEDICARE TAX	55.41	udmp	UNION DUES - 1619 MP	32.70		
pers3	PERS 3 RETIREMENT	23.34	wacare	WA Long-Term Care	22.15		
fmlatx	WA Paid Family & Medical Leave	20.19	icm457	ICMA DEFERRED COMP	15.46		
l&i	L&I - SELF INSURED	7.51					
			Totals:		1,260.21		
Benefit Code and Description		Amount	Benefit Code and Description		Amount		
pers2	PERS 2 RETIREMENT	318.01	socsec	SOCIAL SECURITY	236.89		
401a	401A DEFERRED COMPENSATION	81.21	medtx	MEDICARE TAX	55.41		
pers3	PERS 3 RETIREMENT	45.96	l&i	L&I - SELF INSURED	25.94		
fmlatx	WA Paid Family & Medical Leave	8.07	unemp	UNEMPLOYMENT	7.64		
			Totals:		779.13		
			Gross Earnings by Fund:		3,819.18		99.00
			Total Fund Deductions:		1,260.21		
			Fund Net:		2,558.97		

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Fund Worked : 30805
Emps : 1

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	267.92	5.00				
				Totals:		267.92	5.00
Deduction Code and Description		Amount	Deduction Code and Description		Amount		
fedtx	FEDERAL WITHHOLDING TAX	21.34	socsec	SOCIAL SECURITY	16.66		
pers3	PERS 3 RETIREMENT	12.96	icm457	ICMA DEFERRED COMP	7.78		
medtx	MEDICARE TAX	3.90	wacare	WA Long-Term Care	1.55		
fmlatx	WA Paid Family & Medical Leave	1.42	l&i	L&I - SELF INSURED	0.34		
			Totals:		65.95		
Benefit Code and Description		Amount	Benefit Code and Description		Amount		
pers3	PERS 3 RETIREMENT	25.53	socsec	SOCIAL SECURITY	16.66		
401a	401A DEFERRED COMPENSATION	8.04	l&i	L&I - SELF INSURED	6.60		
medtx	MEDICARE TAX	3.90	fmlatx	WA Paid Family & Medical Leave	0.57		
unemp	UNEMPLOYMENT	0.54					
			Totals:		61.84		
			Gross Earnings by Fund:		267.92		5.00
			Total Fund Deductions:		65.95		
			Fund Net:		201.97		

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Labor Distribution Totals By Fund
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Fund Worked : 40201
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,037.51	23.75					
					Totals:			1,037.51	23.75
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		89.80	pers2	PERS 2 RETIREMENT		65.99		
socsec	SOCIAL SECURITY		64.33	401a	401A DEFERRED COMPENSATION		29.76		
medtx	MEDICARE TAX		15.04	udmp	UNION DUES - 1619 MP		8.63		
wacare	WA Long-Term Care		6.01	fmlatx	WA Paid Family & Medical Leave		5.48		
l&i	L&I - SELF INSURED		1.81	icm457	ICMA DEFERRED COMP		0.91		
				Totals:			287.76		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		98.87	socsec	SOCIAL SECURITY		64.33		
l&i	L&I - SELF INSURED		24.25	401a	401A DEFERRED COMPENSATION		20.75		
medtx	MEDICARE TAX		15.04	fmlatx	WA Paid Family & Medical Leave		2.20		
unemp	UNEMPLOYMENT		2.07						
				Totals:			227.51		
				Gross Earnings by Fund:			1,037.51		23.75
				Total Fund Deductions:			287.76		
				Fund Net:			749.75		

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Fund Worked : 41401
Emps : 8

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		9,404.11	250.45	v	VACATION		365.03	9.50
o15r	OVERTIME X 1.5 - ROADS DEPT		336.31	6.00					
					Totals:			10,105.45	265.95
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
socsec	SOCIAL SECURITY		615.68		pers2	PERS 2 RETIREMENT		607.64	
fedtx	FEDERAL WITHHOLDING TAX		582.51		medtx	MEDICARE TAX		144.00	
udteam	UNION DUES - TEAMSTERS		91.94		401a	401A DEFERRED COMPENSATION		91.20	
icm457	ICMA DEFERRED COMP		86.18		wacare	WA Long-Term Care		57.60	
fmlatx	WA Paid Family & Medical Leave		52.48		l&i	L&I - SELF INSURED		20.84	
pers3	PERS 3 RETIREMENT		18.15		udmp	UNION DUES - 1619 MP		17.22	
					Totals:			2,385.44	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		927.31		socsec	SOCIAL SECURITY		626.62	
l&i	L&I - SELF INSURED		393.75		medtx	MEDICARE TAX		146.56	
401a	401A DEFERRED COMPENSATION		143.21		pers3	PERS 3 RETIREMENT		35.75	
fmlatx	WA Paid Family & Medical Leave		21.38		unemp	UNEMPLOYMENT		20.22	
					Totals:			2,314.80	
					Gross Earnings by Fund:			10,105.45	265.95
					Total Fund Deductions:			2,385.44	
					Fund Net:			7,720.01	

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Fund Worked : 42401
Emps : 6

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	1,561.77	38.05				
				Totals:		1,561.77	38.05
Deduction Code and Description		Amount		Deduction Code and Description		Amount	
fedtx	FEDERAL WITHHOLDING TAX	135.61		socsec	SOCIAL SECURITY	96.85	
pers2	PERS 2 RETIREMENT	92.51		401a	401A DEFERRED COMPENSATION	43.04	
medtx	MEDICARE TAX	22.66		udmp	UNION DUES - 1619 MP	9.97	
wacare	WA Long-Term Care	9.06		fmlatx	WA Paid Family & Medical Leave	8.27	
icm457	ICMA DEFERRED COMP	6.03		pers3	PERS 3 RETIREMENT	5.19	
udteam	UNION DUES - TEAMSTERS	3.51		l&i	L&I - SELF INSURED	2.94	
				Totals:		435.64	
Benefit Code and Description		Amount		Benefit Code and Description		Amount	
pers2	PERS 2 RETIREMENT	138.62		socsec	SOCIAL SECURITY	96.85	
401a	401A DEFERRED COMPENSATION	32.31		l&i	L&I - SELF INSURED	32.03	
medtx	MEDICARE TAX	22.66		pers3	PERS 3 RETIREMENT	10.21	
fmlatx	WA Paid Family & Medical Leave	3.31		unemp	UNEMPLOYMENT	3.11	
				Totals:		339.10	
				Gross Earnings by Fund:		1,561.77	38.05
				Total Fund Deductions:		435.64	
				Fund Net:		1,126.13	

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Labor Distribution Totals By Fund
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Fund Worked : 50301
Emps : 14

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		20,153.31	643.50	s	SICK		3,165.24	94.50
cpr	COMP TIME PAID - PW ROADS		1,301.13	43.50	o15r	OVERTIME X 1.5 - ROADS DEPT		499.63	11.00
cu	COMP USED		177.45	5.50	fh	FLOATING HOLIDAY		64.77	2.00
					Totals:			25,361.53	800.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,545.28	socsec	SOCIAL SECURITY		1,506.37		
fedtx	FEDERAL WITHHOLDING TAX		1,479.73	medtx	MEDICARE TAX		352.32		
401a	401A DEFERRED COMPENSATION		336.60	udteam	UNION DUES - TEAMSTERS		242.74		
icm457	ICMA DEFERRED COMP		220.31	wacare	WA Long-Term Care		140.92		
fmlatx	WA Paid Family & Medical Leave		128.43	dshs	DSHS CHILD SUPPORT		102.00		
l&i	L&I - SELF INSURED		54.48	udmp	UNION DUES - 1619 MP		38.41		
h457	MASSMUTUAL 457		10.68	garnfe	GARNISHMENT FEE		0.50		
				Totals:			6,158.77		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		2,416.96	socsec	SOCIAL SECURITY		1,572.41		
l&i	L&I - SELF INSURED		758.66	401a	401A DEFERRED COMPENSATION		420.84		
medtx	MEDICARE TAX		367.77	fmlatx	WA Paid Family & Medical Leave		53.62		
unemp	UNEMPLOYMENT		50.73	perscu	PERS RETIREMENT CATCH UP		-1.25		
				Totals:			5,639.74		
				Gross Earnings by Fund:			25,361.53	800.00	
				Total Fund Deductions:			6,158.77		
				Fund Net:			19,202.76		

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Fund Worked : - Totals -
Emps : 68

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	170,545.42	5,149.00	v	VACATION	13,685.20	394.75
s	SICK	8,705.95	274.00	fh	FLOATING HOLIDAY	3,445.24	115.50
o15r	OVERTIME X 1.5 - ROADS DEPT	2,729.87	55.50	adml	ADMINISTRATIVE LEAVE PAID	2,520.27	90.00
cu	COMP USED	1,676.63	51.25	cpr	COMP TIME PAID - PW ROADS	1,301.13	43.50
auto	AUTO ALLOWANCE CONTRACTUAL	340.00		c15r	COMP EARNED X 1.5 ROADS	-1,700.88	-34.00
				Totals:	203,248.83	6,139.50	
Deduction Code and Description		Amount		Deduction Code and Description		Amount	
fedtx	FEDERAL WITHHOLDING TAX	15,411.75		socsec	SOCIAL SECURITY	12,606.25	
pers2	PERS 2 RETIREMENT	12,293.00		icm457	ICMA DEFERRED COMP	4,017.18	
401a	401A DEFERRED COMPENSATION	3,565.90		medtx	MEDICARE TAX	2,948.26	
udteam	UNION DUES - TEAMSTERS	2,000.50		fmlatx	WA Paid Family & Medical Leave	1,074.36	
wacare	WA Long-Term Care	1,062.55		h457	MASSMUTUAL 457	651.77	
pers3	PERS 3 RETIREMENT	481.18		l&i	L&I - SELF INSURED	445.42	
dshs	DSHS CHILD SUPPORT	323.00		udmp	UNION DUES - 1619 MP	287.82	
udtint	TEAMSTERS INIT FEE or ADJ	50.00		garnfe	GARNISHMENT FEE	1.00	
				Totals:	57,219.94		
Benefit Code and Description		Amount		Benefit Code and Description		Amount	
pers2	PERS 2 RETIREMENT	18,420.04		socsec	SOCIAL SECURITY	12,606.25	
l&i	L&I - SELF INSURED	7,825.03		401a	401A DEFERRED COMPENSATION	3,838.91	
medtx	MEDICARE TAX	2,948.26		pers3	PERS 3 RETIREMENT	917.14	
fmlatx	WA Paid Family & Medical Leave	429.73		unemp	UNEMPLOYMENT	405.97	
perscu	PERS RETIREMENT CATCH UP	-1.16					
				Totals:	47,390.17		
				Grand Total Gross Earnings:	203,248.83	6,139.50	
				Grand Total Deductions:	57,219.94		
				Grand Total Net:	146,028.89		

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BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of May 20-24, 2024

1C
MAY 28 2024

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, May 20, 2024. Present were Commissioners French and Johnson, and Administrator Mielke. Commissioner Ozias was excused.

Items of discussion per the agenda published May 16 were:

- Calendar/Correspondence
- Resolution appointing Colleen Robinson to the Peninsula Housing Authority Board of Commissioners
- Resolution appointing David Gedlund to the Revenue Advisory Committee
- Agreement with Washington Water Trails Association for water access and camping at Salt Creek Recreational Area Park
- Pre-application questionnaire with Office of Crime Victim Advocacy for Victim Witness Assistance Grant
- Agreement with Washington Association of Sheriffs and Police Chiefs for mental health field response
- Agreement for Kitsap Critical Incident Response Team
- Agreement with Department of Commerce for STOP Violence Against Women Formula Grant
- Agreement with MUIR Communications LTD for radio connections
- Letter of support for Washington State Department of Commerce for Clean Energy Grant
- Letter to Rayonier Corporate Headquarters regarding the Olympic Discover Trail
- Agreement with Peninsula Behavioral Health for affordable sales and use tax 1406 funding grant
- Agreement with Port Angeles Waterfront Center for 2024 Hotel/Motel Tax Funds/\$100,000
- Agreement with Washington Festival and Events Education Foundation for 2024 Hotel/Motel Tax Funds/\$157,500
- Agreement with Clallam County Public Works for 2024 Hotel/Motel Tax Funds/\$84,400
- Agreement with Clallam County Parks, Fair and Facilities for 2024 Hotel/Motel Tax Funds/\$75,500

Meeting concluded at 9:54 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, May 21, 2024. Also present were Commissioner Johnson and Administrator Mielke. Commissioner Ozias was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

PUBLIC COMMENT

- John Worthington, Sequim, commented on item 2a
- Jim Stoffer, Sequim, commented on item Revenue Advisory Committee Meeting, Trust Land Transfer Program, school districts

CONSENT AGENDA

- 1a Approval of vouchers for the week of May 13
- 1b Approval of payroll for the period ending April 30
- 1c Approval of minutes for the week of May 13
- 1d Call for hearing to be held on Tuesday, June 4, 2024 at 10:30 a.m. regarding amending Clallam County Code Title 21, Building and Construction Code
- 1e Letter to Rayonier Corporate Headquarters regarding the Olympic Discover Trail

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

REPORTS AND PRESENTATIONS

- CRJ commented on Dream Playground, workforce training, Peace Officer Memorial Ceremony, Revenue Advisory Committee Meeting
- CMF commented on Opportunity Fund Meeting
- ATM commented on school district tour

CONTRACTS AND AGREEMENTS

2a Agreement with Department of Ecology for Water Resources Streamflow Restoration Program

ACTION TAKEN: CRJm to approve, CMFs, mc

2b Memorandum of understanding amendment 2 with City of Forks for Opportunity Fund Program Waste Water Treatment Facility Project

ACTION TAKEN: CRJm to approve, CMFs, mc

2c Agreement with Washington Association of Sheriffs and Police Chiefs for mental health field response

ACTION TAKEN: CRJm to approve, CMFs, mc

PUBLIC COMMENT

- Karin Cummins, Sequim, commented on hearing information, \$13 septic fee+
- Karen Hubert, Sequim, commented on Towne Road bids
- Margaret Walthall, Sequim, commented on Towne Road (see attached)
- Jeff Tozzer, Sequim, commented on Sequim Prairie Ditch Meeting, Clallam Conservation District, Towne Road

Meeting concluded at 10:32 a.m. and continued to 9 a.m., Tuesday, May 28, 2024

The Board of Commissioners attended WSAC Virtual Update, RAC Special Meeting, Board of Health and Coffee with Colleen during the week of May 20.

PASSED AND ADOPTED this 4 day of June 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

KEY TO ABBREVIATIONS:

ATM Administrator Todd Mielke

CMO Commissioner Mark Ozias

CRJ Commissioner Randy Johnson

CMF Commissioner Mike French

m	moved
mc	motion carried
s	seconded

BOCC Mail Correspondences Received from other Jurisdictions



RECEIVED
CLALLAM CO. COMMISSIONERS

MAY 13 2024

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

May 7, 2024

Mike French
Clallam County Commissioner
223 4th Street
Port Angeles, WA 98362

Dear Commissioner French,

The members of the Friends of Forks Animals want to thank you for listening and understanding our frustration to provide optimal care for West End animals. Your insight and recommendations are spot on.

We appreciate that you arranged a very positive interaction with Sheriff King at our May 1st meeting. Working with both of you to complete your suggestions portends a very improved future for the West End animals.

We look forward to collaborating with you to follow your suggestions and recommendations.

Best regards,

Judy Schindler, Secretary

Gores, Loni

From: sean@bruchandbruch.com
Sent: Monday, May 13, 2024 4:33 PM
To: Gores, Loni
Cc: Mahan, Rebecca; Jdonisi@clallamcountywa.gov
Subject: McDonald Creek Bid Rejection

Loni

I am writing in regards to the McDonald Project. I won't be available to be part of the commissioner's meeting or able to call in, so I am writing.

Bruch & Bruch Construction has been the only bid in three bid advertisements. We were over the engineer's estimate but also figured that Community Development would want to understand why and explore options prior to rejecting the bid, that does not seem to be the case. Just the concrete was over \$350,000 without any markup and 4 weeks of 7-day a week work. Half of the project time line.

Here are some recommendations for Community Development if they are going to ever build the project and within a reasonable budget. With all the stream work, there is a lot of risk and tight access and short window to build. Some recommendations are listed below-

- Understand the access and the work you are asking to be built by the contractor.
- Release the request for bids earlier in the year to allow for more lead time and planning.
- Find access on the west side.
- Shorten the irrigation window
- Get fish window to start in July
- Remove all the cold joints in the concrete and the backfill cure requirements
- Find more funding and review actual building costs in the Port Angeles area. We have one concrete supplier for State & County projects and with all the Wsdot work, the price is higher than what an engineer from out of the area might find to be reasonable.

Sincerely

Sean Coleman

Sean Coleman
Bruch & Bruch Construction, Inc.
C: 360-460-1435 O: 360-452-5388 F: 360-452-5433
Sean@bruchandbruch.com
www.bbruchandbruch.com

Heavy - Highway
Construction



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May 14, 2024

Board of Clallam County Commissioners
223 East Fourth Street, STE 4
Port Angeles, WA 98362-3015

ATTN: Mark Ozias;
Randy Johnson; and
Mike French
Board of Commissioners

RE: Lower Dungeness River Floodplain Restoration
& Levee/Road Realignment Project – Phase 3
Bid Protest

Dear Board of Commissioners:

In accordance with RCW 39.30.060, Scarsella Bros., Inc. ("Scarsella") respectfully submits this bid protest challenging the bids submitted by Nordland Construction NW, Inc. ("Nordland") and Jamestown Excavating ("Jamestown").

1. Identification of Subcontractors

Every invitation to bid on prime contracts that cost more than \$1,000,000.00 have specific requirements, as outlined in the Revised Code of Washington. Specifically, RCW 39.30.060¹ defines the various requirements for a bid to be considered responsive. One of these requirements, section 1(a), states the following:

Within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work;

Additionally, Contractors must also identify the subcontractors intended for the structural steel and rebar installation. As mandated in the following provision:

Within 48 hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel installation and rebar installation.

¹ Revised Code of Washington 39.30.060

Finally, if a bidder fails to meet either of these requirements, their respective bid shall be considered nonresponsive and void. RCW 39.30.060 Sec. 2 establishes this requirement:

The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

2. Bidder Responsiveness

On May 9, 2024, Scarsella inquired with Clallam County whether Nordland or Jamestown had identified their intended subcontractors, as required by RCW 39.30.060. On May 13, 2024, Clallam County responded with the information they have received to date:

- a) **Nordland Construction NW, Inc.:** a note was included on Proposal Signature Page stating "Rebar installation will be self-performed by Nordland Construction." However, no Subcontractor list was included with the bid proposal.
- b) **Jamestown Excavating:** No information regarding subcontractors was included with the bid proposal.
- c) **Del Hur Industries, Inc.:** No information regarding subcontractors was included with the bid proposal.
- d) **Scarsella Bros., Inc.:** Local Agency Subcontractor List included with the bid proposal.

Moreover, Section 1.02.13 of the project specifications² identifies the various ways a bid proposal will be considered irregular. More definitively, Section 1.02.13(e) states a bid project will be considered irregular and will be reject if "the bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015)."

As previously stated in RCW 39.30.060(2), the failure of a prime contractor to identify the names of specific subcontractors, or to name itself for such work, shall render the prime contractor's bid nonresponsive and void. Reinforcing this requirement, Section 1.02.13 of the project specifications asserts that a Bidder must submit a subcontractor list, WSDOT Form 271-015³, to be considered responsive. Consequently, Nordland, Jamestown, and Del Hur Industries failed to submit responsive bids consistent with RCW 39.30.060. Clallam County must reject and void each nonresponsive bid proposal.

Scarsella requests the County award the project to the lowest responsible and responsive bidder: Scarsella Bros., Inc.

Sincerely,



Anthony Scarsella, Esq.
Director of Construction Management and Dispute Resolution

² Contract Provisions: Lower Dungeness River Floodplain Restoration & Levee/Road Realignment Project – Phase 3

³ WSDOT Form: Subcontractor List in compliance with RCW 39.30.060



CLALLAM COUNTY Public Works/Road Department
223 E. 4th St., Suite 6. Port Angeles, WA 98362 360-417-2319

May 17, 2024

Anthony Scarsella, Esq.
Scarsella Bros. Inc.
PO Box 68697
Seattle, WA 98168-0697

Subject: Bid Protest
Lower Dungeness River Floodplain Restoration & Levee/Road
Realignment Project Phase 3 – 2024 Construction

Dear Mr. Scarsella,

Clallam County is in receipt of your bid protest letter dated May 14, 2024 for the subject project.

On May 7, 2024, four bids were received, opened, and read aloud by the Board of County Commissioners in public with Nordland Construction being the apparent low bidder. On May 8, 2024, a recommendation to award to Nordland Construction was submitted jointly by the County Engineer and the Director of Community Development to the Board as a part of their packet and posted on May 9, 2024, to the County website. By close of business on May 9, 2024, none of the bidders, including Scarsella, had requested copies of any of the bids received by the County. On May 14, 2024, at their regular meeting, the Board awarded the bid to Nordland Construction. The Board authorized the Chair of the Board to execute a contract with Nordland Construction. This is expected to happen within two weeks.

Your bid protest was submitted (via email) on May 14, 2024, after the Board awarded the bid to Nordland Construction.

RCW 39.04.105 defines the deadline for submission of bid protests. Section 1 states the following:

"Within two business days of the bid opening on a public works project that is the subject of competitive bids, the municipality must provide, if requested by a bidder, copies of the bids the municipality received for the project. The municipality shall then allow at least two full business days after providing bidders with copies of all bids before executing a contract for the project. Intermediate Saturdays, Sundays, and legal holidays are not counted."



CLALLAM COUNTY Public Works/Road Department
223 E. 4th St., Suite 6. Port Angeles, WA 98362 360-417-2319

Pg 2 of 2
May 17, 2024

The request by Scarsella on May 9, 2024, specifically inquired whether bidders 1 & 2 submitted their lists indicating their sub-contractors for installation of structural steel and rebar. This request was for specific information and was not a request for "copies of the bids...received for the project." Because Scarsella did not request copies of the bids within two business days following the bid opening, any bid protest needed to be submitted within two days of the bid opening, as required under RCW 39.04.105. Therefore, this bid protest is untimely and is hereby rejected as such.

Even if the bid protest was timely, the answer by the County (referenced in the bid protest) that "Nordland intends to self-perform the Rebar installation," and the fact that there is no Structural Steel, HVAC, Plumbing or Electrical work on the project, clarifies why no subcontractors were listed. The referenced RCW 39.30.060 that requires the Prime contractor to submit the names of such subcontractors, or to name itself, has been met by Nordland as evidenced by the quote "Rebar installation will be self-performed by Nordland Construction" in the bid protest under Item 2a. Additionally, the last sentence of the third paragraph of Section 1-02.6 of the Standard Specifications states: "If no subcontractor is listed, the Bidder acknowledges that it does not intend to use any subcontractor to perform those items of work."

Finally, the referenced Specification 1-02.13(e) states (in full) "The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required by Section 1-02.6" (emphasis on if applicable). Since Nordland does not intend to utilize a subcontractor for rebar installation, has indicated they will be providing that installation themselves, and there is no structural steel, HVAC, Plumbing or Electrical work, the sub-contractor form is not applicable.

We trust this explains why Nordland did not include a subcontractor list and that their bid submittal was proper.

Clallam County appreciates the time and effort Scarsella Bros put into bidding and asking questions on this matter.

Sincerely,

A handwritten signature in blue ink that reads "Joe Donisi".

Joe Donisi, P.E.
County Engineer
360-417-2404



18

AGENDA ITEM SUMMARY

MAY 28 2024

(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 DNR RAC City of Port Angeles Trust Lands Transfer 5-28-24
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Proposed draft letter
Commissioner Johnson



Board of Clallam County Commissioners

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

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

TODD MIELKE, County Administrator

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.

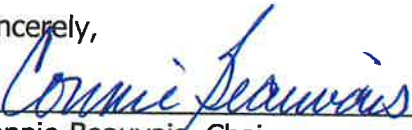
The RAC thanked DNR for its best management practices in its forestry program, as well as thanking them for their analysis of the presented application.

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

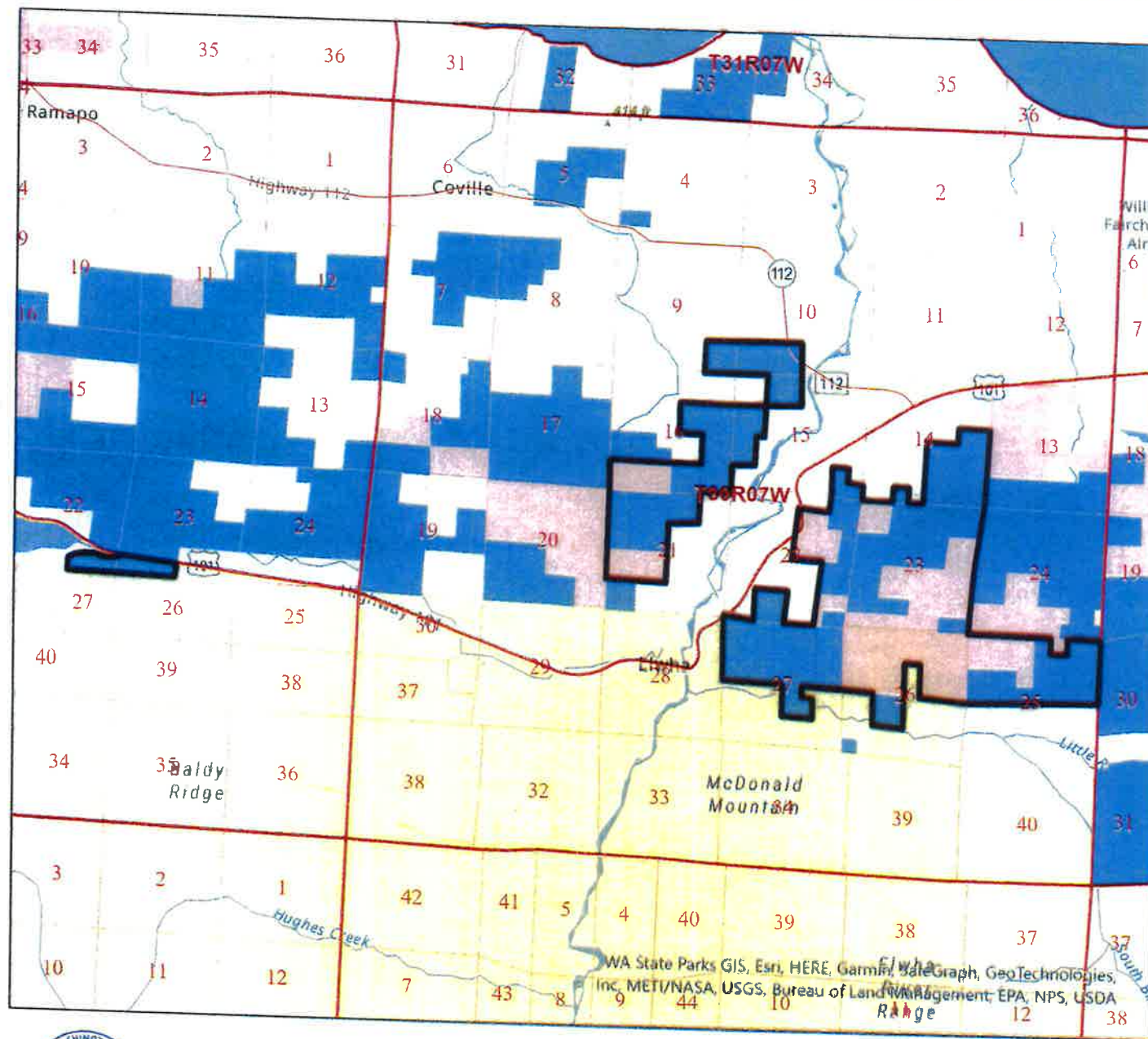
For more information on the Trust Land Transfer process, please [click here](#). If you have any further questions, please reach out to Program Manager Kenny Ocker at kenny.ocker@dnr.wa.gov or 360-810-1217 and he will be happy to assist you.

Sincerely,

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

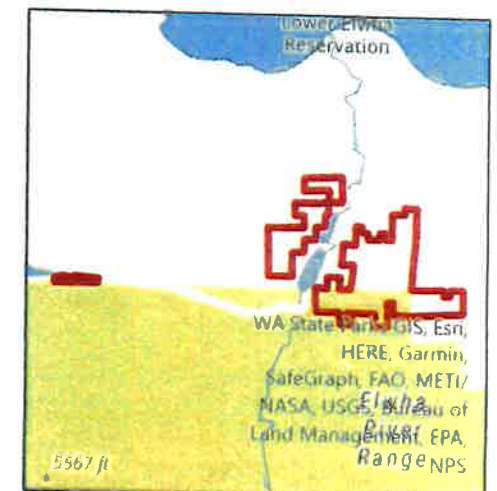
Todd Welker
Deputy Supervisor, State Uplands

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
- Highways
- U.S.
- State
- Survey - Section Lines
- Highway Shields
- ROADSYM
- 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 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

Signature

09/29/2023

Date

City Manager

Job Title (if any)

City of Port Angeles

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)).

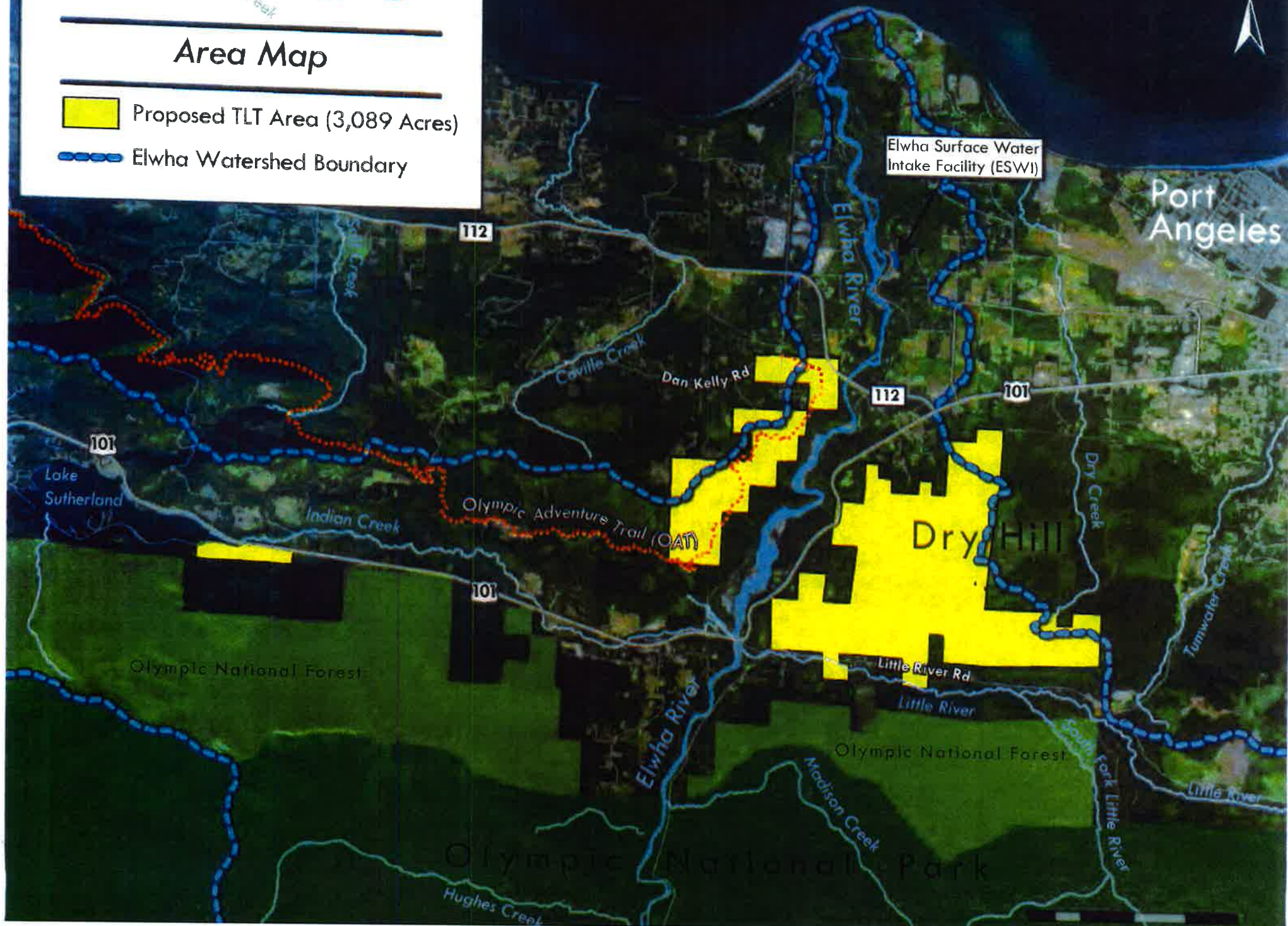
Vulnerable populations: Population groups that are more likely to be at higher risk for poor health outcomes in response to environmental harms (ESSSB 5141 Sec. 2 (14)). "Vulnerable populations" includes, but is not limited to: (i) Racial or ethnic minorities; 11 (ii) Low-income populations; 12 13 (iii)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

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	5624	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

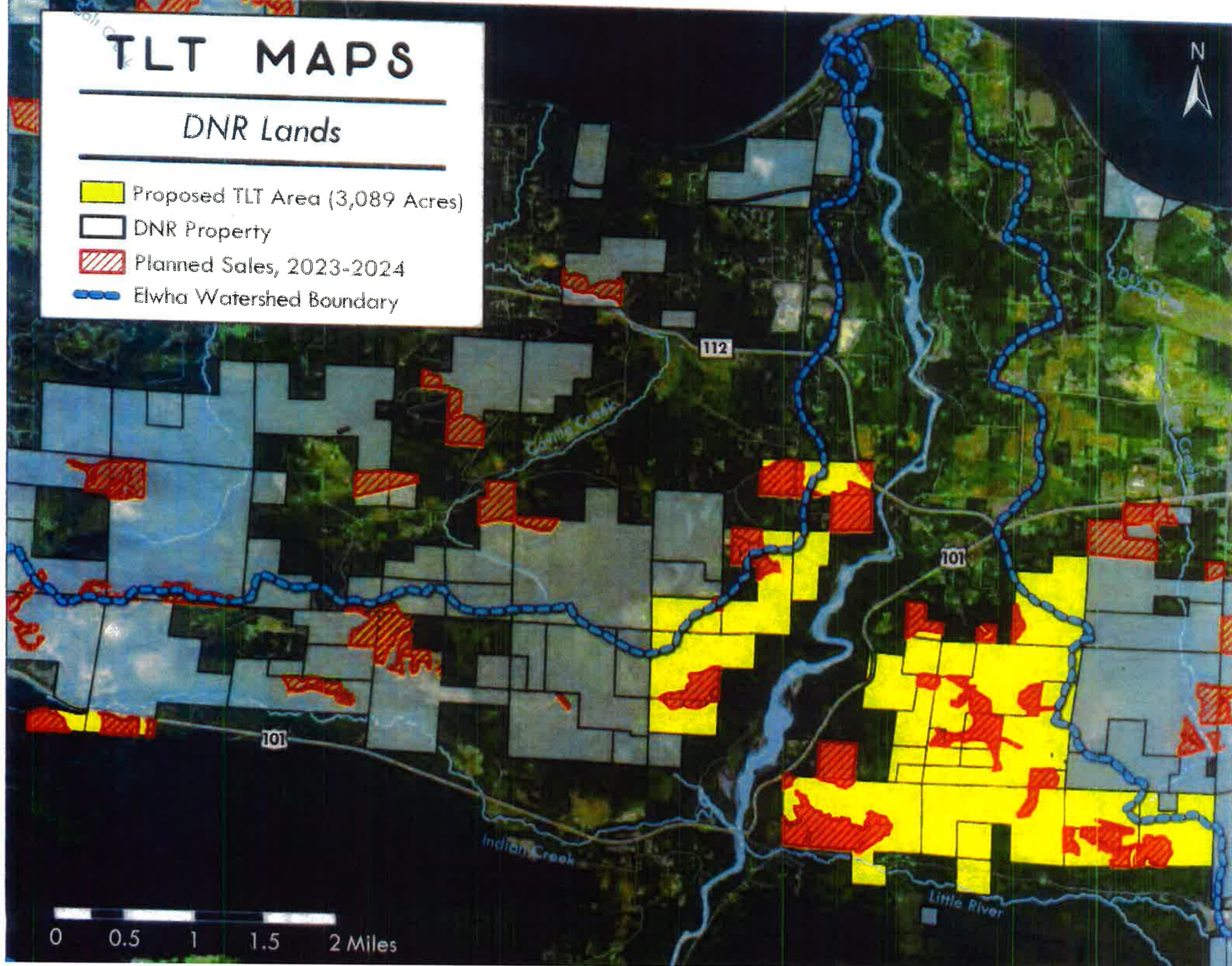
-  Proposed TLT Area (3,089 Acres)
-  Elwha Watershed Boundary



TLT MAPS

DNR Lands

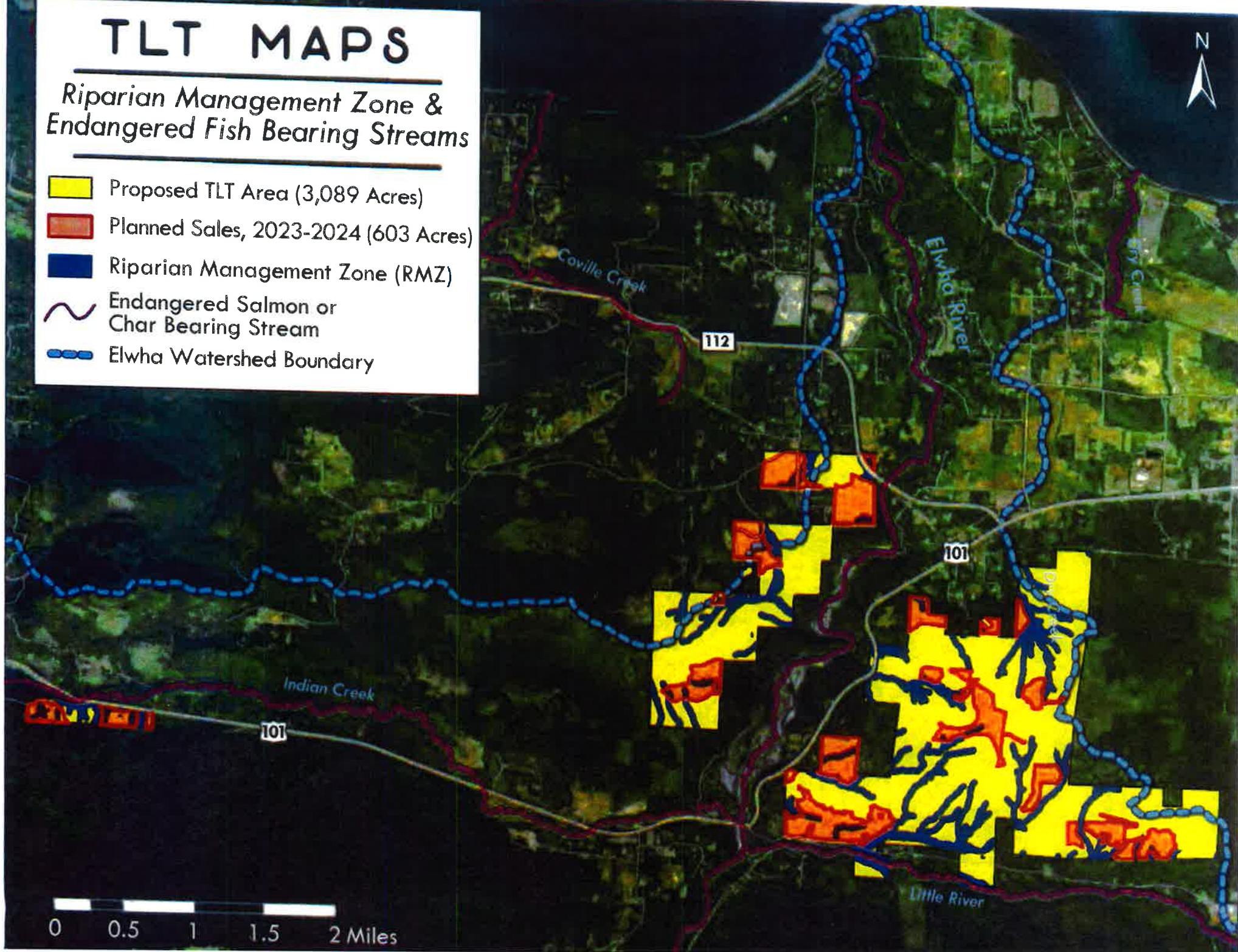
-  Proposed TLT Area (3,089 Acres)
-  DNR Property
-  Planned Sales, 2023-2024
-  Elwha Watershed Boundary



TLT MAPS

Riparian Management Zone & Endangered Fish Bearing Streams

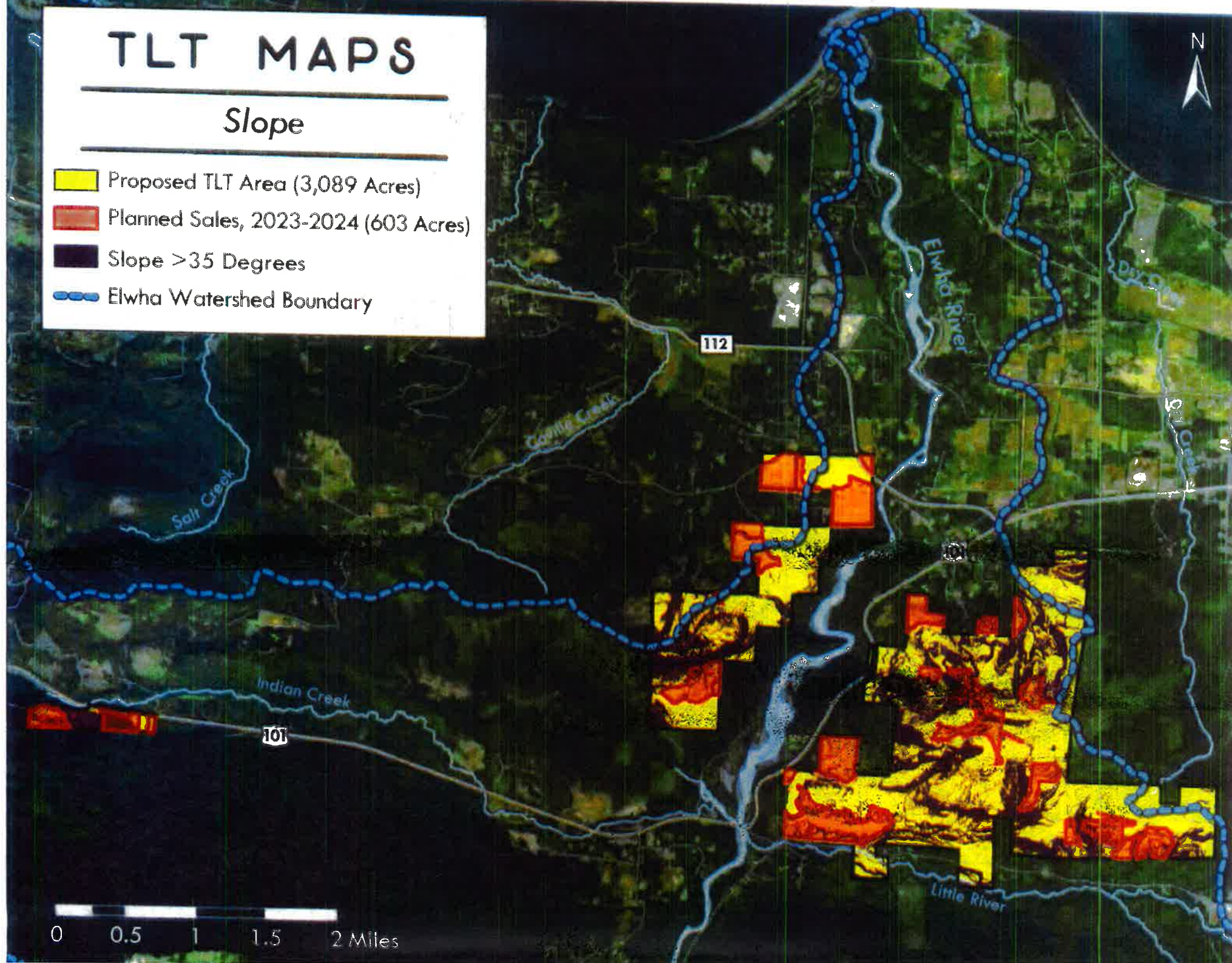
- Proposed TLT Area (3,089 Acres)
- Planned Sales, 2023-2024 (603 Acres)
- Riparian Management Zone (RMZ)
- Endangered Salmon or Char Bearing Stream
- Elwha Watershed Boundary



TLT MAPS

Slope

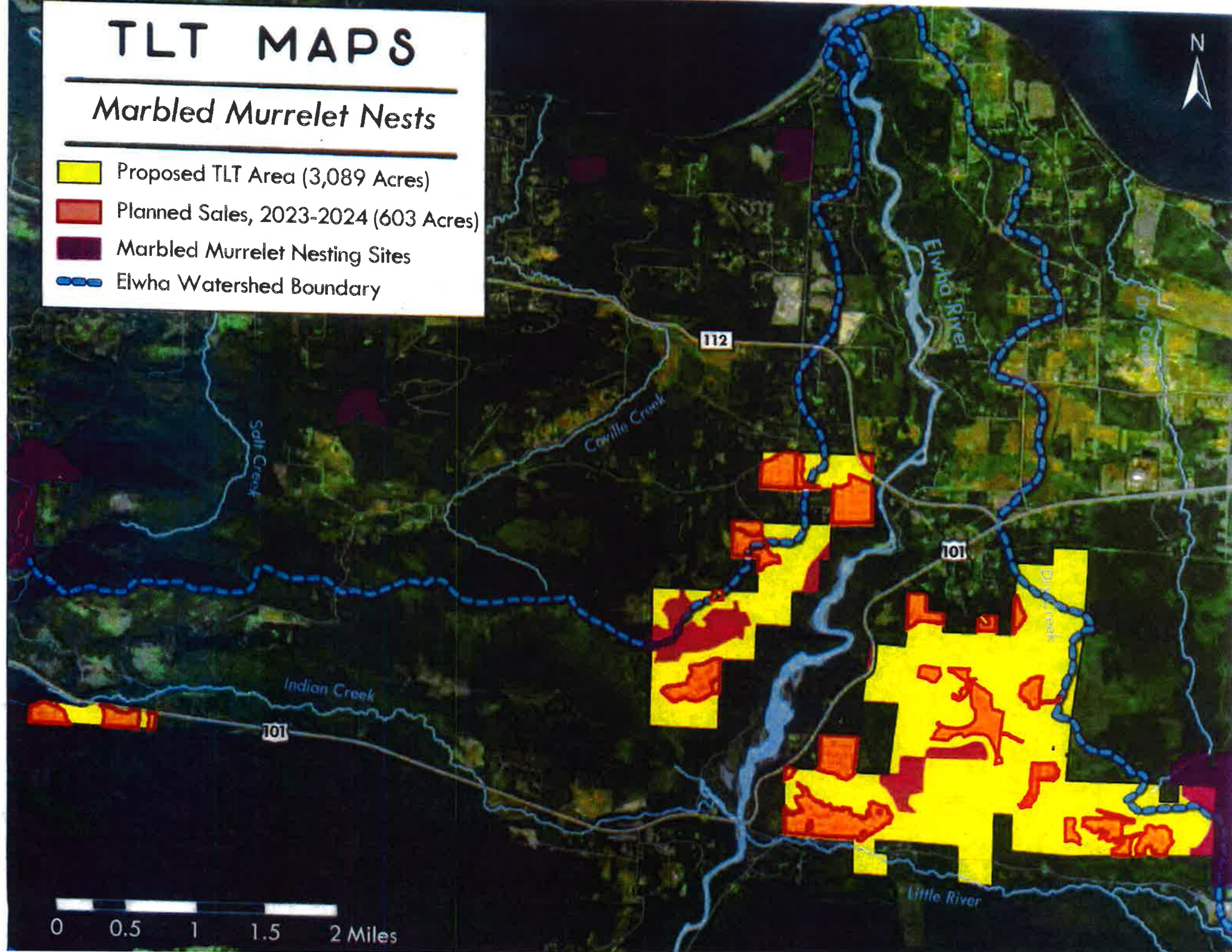
- Proposed TLT Area (3,089 Acres)
- Planned Sales, 2023-2024 (603 Acres)
- Slope >35 Degrees
- Elwha Watershed Boundary



TLT MAPS

Marbled Murrelet Nests

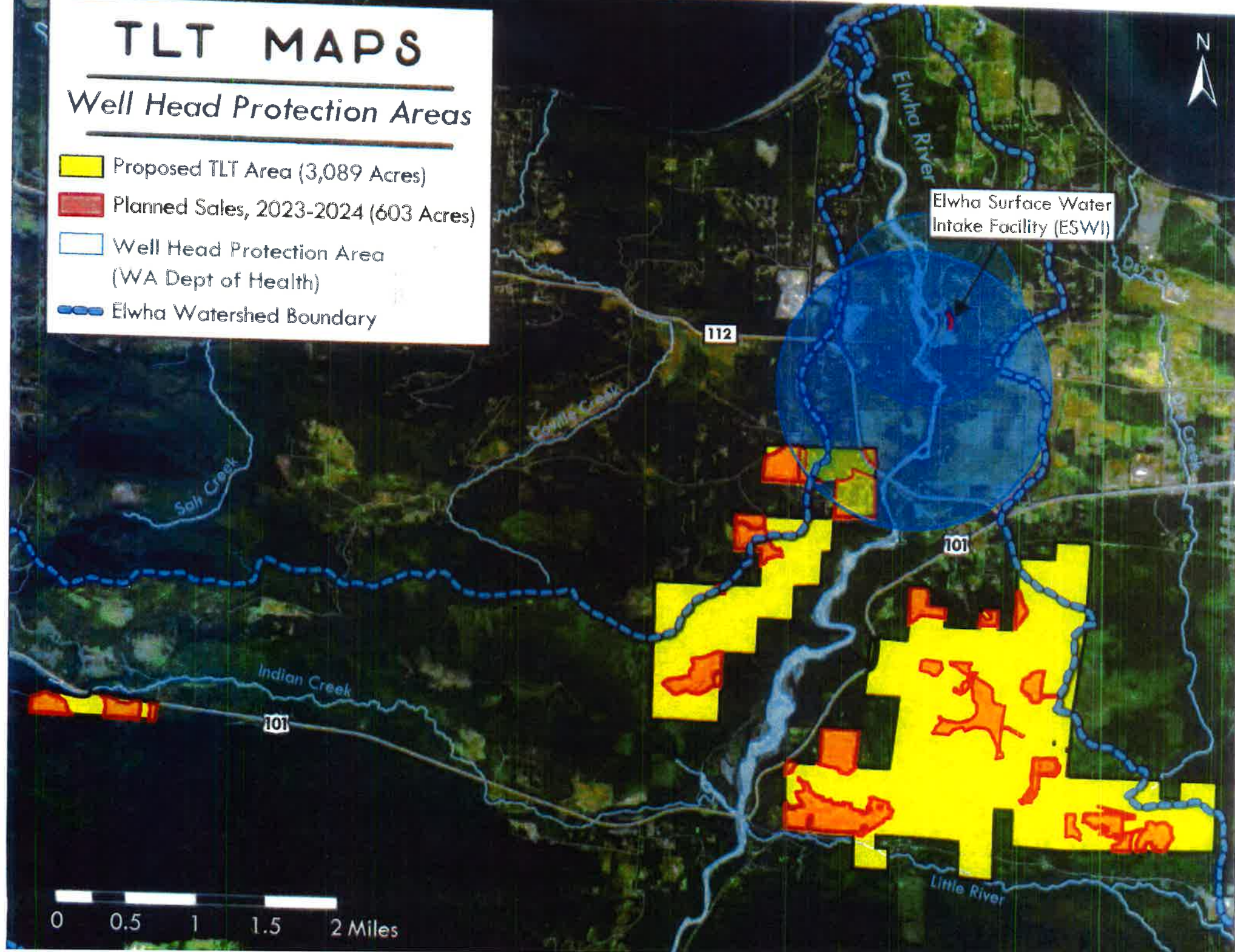
- Proposed TLT Area (3,089 Acres)
- Planned Sales, 2023-2024 (603 Acres)
- Marbled Murrelet Nesting Sites
- Elwha Watershed Boundary



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. 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

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;
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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, 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***



12
MAY 28 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date:** May 20, 2024

REGULAR AGENDA ☒ **Meeting Date:** May 28, 2024

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

Item summary:

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

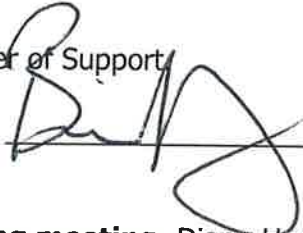
Documents exempt from public disclosure attached: ☐

Executive summary:

As part of our energy resilient planning efforts, the Emergency Management Division of the Sheriff's Office has been collaborating with many stakeholders in our community. One of these stakeholders, Clallam PUD, is seeking funding from the WA State Department of Commerce to build a micro-grid at its Sequim Substation. We request that the BOCC provide a Letter of Support with respect to Clallam PUD's grant application.

Budgetary impact: ☒ **No Budget Impact**

Recommended action: BOCC sign the Letter of Support

County Official signature & print name:  Sheriff Brian King

Name of Employee/Stakeholder attending meeting: Diane Harvey

Relevant Departments: Sheriff's Office

Date submitted: 05/15/24

* 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)



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

MARK OZIAS, District 1

RANDY JOHNSON, District 2

MIKE FRENCH, District 3, Chair

TODD MIELKE, County Administrator

May 28, 2024

Washington State Department of Commerce
1011 Plum Street SE
Olympia, WA 98504-2525

RE: Letter of Support for the GEN-CLEANENERGY24 WA State Department of Commerce Grant

Dear Commerce Grant Review Committee:

The Clallam County Board of Commissioners is pleased to provide a letter of support in connection with Clallam County PUD's application for GEN-CLEANENERGY24 grant funding for its Sequim Substation Microgrid Project. This energy resilience project directly aligns with several of Clallam County's key regional planning priorities contained in Clallam County's Multi-Jurisdictional Hazard Mitigation Plan and Clallam County's Climate Action Plan.

By creating a resilient, locally controlled energy system capable of operating independently from the primary grid, the Sequim Substation Microgrid will enhance our region's ability to withstand and recover from natural disasters and other disruptions. In the event of an earthquake, wildfire, severe storm, or other emergency that causes widespread power outages, the microgrid will ensure that critical communications systems remain operational. This improved capacity is vital for coordinating response efforts and keeping our residents informed and safe. The proposed microgrid's integration of renewable solar generation and battery storage also aligns with Clallam County's goals around energy conservation, efficiency, and sustainability. Additionally, the electric vehicle charging component supports our goals to expand EV adoption and reduce transportation emissions.

Clallam County PUD has consistently demonstrated strong leadership in modernizing regional energy systems and in partnering with the County to achieve our shared objectives. We have every confidence in the PUD's ability to successfully implement this innovative project, and we urge the Department of Commerce to provide full funding for the Sequim Substation Microgrid.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



AGENDA ITEM SUMMARY

MAY 28 2024

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 5/20/24

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 |

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Peninsula Housing Authority Board of Commissioners due to an expired term.

A press release was issued April 2024 soliciting applications from interested citizens. No applications were received.

The current member with the expiring term notified staff that she would like to be considered for another term.

Peninsula Housing Authority endorses the reappointment of Colleen Robinson to the Peninsula Housing Authority Board of Commissioners.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 5-15-24

* 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)



RESOLUTION _____, 2024

REAPPOINTING A MEMBER TO THE
PENINSULA HOUSING AUTHORITY BOARD OF COMMISSIONERS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Peninsula Housing Authority Board of Commissioners due to an expired term.
2. A press release was issued April 2024 soliciting applications from interested citizens. No applications were received.
3. The current member with the expiring term notified staff that she would like to be considered for another term.
4. Peninsula Housing Authority endorses the reappointment of Colleen Robinson to the Peninsula Housing Authority Board of Commissioners.

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

1. **Colleen Robinson** is reappointed to the Peninsula Housing Authority Board of Commissioners for a term expiring March 10, 2029.

PASSED AND ADOPTED this 28th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: Appointee
Housing Authority
A22.162



AGENDA ITEM SUMMARY

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

19
MAY 28 2024

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-20-24**

REGULAR AGENDA ☒ **Meeting Date: 5-28-24**

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

Item summary:

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

Executive summary:

On February 20, 2024 the Board of Commissioners established a Revenue Advisory Committee (RAC) under BOCC Resolutions 15, 2024.

The RAC will confer with the County on issues related to state timber management, fiduciary responsibilities, trends, public engagement with State and Federal Forest management agencies, issues impacting timber management and revenues which benefit the community, and such other related matters as the Board of County Commissioners directs.

RAC shall consist of one representative from the County and each to the taxing districts, and the DNR. Each participating entity shall select a representative and alternate for continuity of committee discussion, participation and progress.

Resolution to appoint David Gedlund to the Revenue Advisory Committee.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Date submitted: 5-15-24

* 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)

Revenue Advisory Committee Gedlund 5-28-24

Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING A REPRESENTATIVE TO THE REVENUE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Department of Natural Resources (DNR) manages over 160,000 acres of state forest lands which include 93,000 acres of State Transfer Lands that help fund services in Clallam County such as roads, libraries, fire districts, ports, hospitals and emergency management.
2. DNR manages those certain state forest lands in trust for the benefit of Clallam County and the taxing districts within Clallam County. These beneficiaries are given most of the revenue from timber sales and other revenue-producing activities.
3. Clallam County, along with benefiting taxing districts within the County, are interested in forming an advisory group to share information and input regarding timber management and the resulting revenue distribution.
4. The County finds that such an advisory committee would be in the best interest of the County, the benefiting taxing districts within the County, and the community.
5. On February 20, 2024 the Clallam County Board of Commissioners established a Revenue Advisory Committee (RAC) under Resolution 15, 2024.
6. The RAC shall consist of one representative from the County and each of the taxing districts, and the Department of Natural Resources. Each participating entity shall select a representative and an alternate for continuity of committee discussion, participation and progress. RAC Members will serve for terms of three (3) years.

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

1. **David Gedlund** is appointed as the Quillayute Valley Park & Recreation - Alternate for a term expiring December 31, 2026

PASSED AND ADOPTED this 28th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mark Ozias



PROCLAMATION

RECOGNIZING MAY 31 AS WASHINGTON STATE ASSOCIATION OF COUNTIES EXECUTIVE DIRECTOR ERIC BRIAN JOHNSON DAY

WHEREAS, Eric Brian Johnson, born May 1, 1959, to Ralph and Marilyn Johnson; and

WHEREAS, he was rumored to actually to have been born on the planet Krypton and sent to Earth in a small spaceship that landed in the countryside somewhere in Lewis County, Washington, where Ralph and Marilyn discovered him; and

WHEREAS, while growing up, Eric also showed a unique interest in sports and athleticism, excelling in team sports and individual achievements, eliciting some rumors of superpowers amongst the regulars in the local barbershop; and

WHEREAS, he continued refining his feats of athleticism by swimming the waters of Priest Lake in North Idaho assisted with only a "noodle"; and

WHEREAS, Eric developed his musical talents by participating in stand-up karaoke in communities hosting NACO events and even enjoyed a short stint as lead guitarist with the Beatles, playing live on stage with the group during a short concert at the County Leaders Conference; and

WHEREAS, unfortunately, the early "super human" athletic success in sporting pursuits did not continue into adulthood, especially in his golf game, nor did his gig with the Beatles. The rumors that he was the real Superman subsided as a delusion or figment of the imagination; and

WHEREAS, Eric chose to focus his super skills on serving the needs of the Counties of the State of Washington, first running for and winning two terms as a Lewis County Commissioner; and

WHEREAS, after his resounding political success, then turned his leadership skills toward working for the Washington State Association of Counties (WSAC) for nearly 19 years, with 16 years as Executive Director; and

WHEREAS, Eric has chosen to step down as WSAC Executive Director, effective May 31, 2024; and



PROCLAMATION

WHEREAS, every county in Washington State will be forever grateful to Eric for his steady and unwavering leadership to counties, during good times and challenging times, for his fierce advocacy and support for county government issues, and for his wise and thoughtful counsel to several generations of County Commissioners, Councilmembers, Councilors, and numerous other county leaders; and

WHEREAS, Washington State's counties, WSAC, and WSAC's staff have benefitted enormously from Eric's generous service and guidance.

NOW THEREFORE, BE IT PROCLAIMED: that the Clallam County Board of Commissioners request that the citizens of Clallam County join them in celebrating and honoring the service of Eric Brian Johnson and Proclaim May 31, 2024 as:

Washington State Association of Counties Executive Director Eric Brian Johnson Day

Signed this 28th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



2a
MAY 28 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 5/20/24**

REGULAR AGENDA ☒ **Meeting Date: 5/28/24**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-24-05 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The Kitsap Critical Incident Response Team (KCIRT) was previously established between law enforcement agencies to support each others investigation needs following an incident involving the use of deadly force by an officer, in-custody death, or officer-involved collision, and this agreement continues and formalizes the previous arrangement. The Clallam County Sheriff's Office is one of ten participating agencies that agree to abide by training and documentation requirements and provide external investigations as needed. This provides objective third-party handling of cases and a maintenance of standards and procedures that creates consistency and transparency.

Budgetary impact: This agreement establishes that each participating agency will fund their own staff and supplies, so no transactions will occur due to this agreement.

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff B King

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 5/20/24

* 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)

Kitsap Critical Incident Response Team

INTERLOCAL COOPERATIVE AGREEMENT



This Interlocal Cooperative Agreement ("Agreement") is entered into by the undersigned under the authority of RCW 10.93.130 for the purpose of providing mutual investigative aid as described herein and shall supersede and replace any prior agreements. Each Participating Agency to this Agreement will be referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, the Washington Mutual Aid Peace Officers Powers Act is intended to facilitate Mutual Aid (defined below) and cooperative enforcement of the laws among general authority local, state, and federal agencies (RCW 10.93.001(1)); and

WHEREAS, the Parties utilizing this Agreement have previously mutually authorized each other to exercise police powers in their respective jurisdictions as evidenced by documents on file with the Washington Association of Sheriffs and Police Chiefs; and

WHEREAS, the State of Washington requires that investigations of officer-involved uses of deadly force be independent of the Involved Agency; and

WHEREAS, the Parties desire to execute this Agreement to establish the Kitsap Critical Incident Response Investigation Team subject to the terms and conditions of this Agreement

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE.

The purpose of this Agreement is to establish a multi-agency independent investigative team that is available to participating agencies to independently investigate incidents involving a law enforcement officer or correctional officer and which result in death or great bodily injury to the officer or another. This includes incidents involving the use of deadly force by an officer, in-custody deaths and officer-involved collisions;

This Agreement is not intended as legal authority for the admissibility or non-admissibility of evidence developed in the course of an investigation. The provisions of this Agreement should not be used as the basis for the dismissal of any criminal charges arising from an investigation developed pursuant to this memorandum. Similarly, the provisions of this Agreement should not be used as the basis of any civil claims stemming from a deviation from the guidelines set forth herein.

2. PARTIES TO THE AGREEMENT

The Parties to this agreement are the Washington state, county, and city government(s) that operate the Participating Agencies. They are referred to herein as "Parties to the Agreement" or "Parties."

3. PARTICIPATING AGENCIES

The "Participating Agencies" or "Participating Agency" are the following departments of the Parties to the Agreement:

1. Bainbridge Island Police Department
2. Bremerton Police Department
3. Kitsap County Sheriff's Office
4. Port Orchard Police Department
5. Poulsbo Police Department
6. Shelton Police Department
7. Washington State Patrol
8. Clallam County Sheriff's Office
9. Port Angeles Police Department
10. Sequim Police Department

3. DEFINITIONS

- Best practices:** Methods, techniques, and procedures that have consistently shown by research and experience to produce superior results and are established or proposed as a standard and identified as best practices by the Washington State Criminal Justice Training Commission.
- Board:** The KCIRT Board of Directors comprised of the Chief Law Enforcement Officers, or their designees, of the Participating Agencies.
- Chief Law Enforcement Officer:** The Sheriff or Chief of Police, also referred to as CLEO in this agreement, of Participating Agency, or their designee .
- Critical Incident:** Any incident in which:
- a) A law enforcement officer used force reasonably likely to cause death, great bodily harm, or substantial bodily harm; and where that use of force resulted in death, great bodily harm, or substantial bodily harm, per RCW 43.102.120, Per OII Memo
 - b) A person dies while in custody.
 - c) An officer is involved in a fatal collision.
 - d) The state's Office of Independent Investigation team or OII has chosen not to accept the investigation after being briefed.
- Deadly force:** A law enforcement officer used force reasonably likely to cause death, great bodily harm, or substantial bodily harm; and where that use of force resulted in death, great bodily harm, or substantial bodily harm, per RCW 43.102.120.
- Evanescent evidence:** Physical evidence that may be degraded or tainted by human or environmental factors if left unprotected or unpreserved for the arrival of KCIRT or; identification and contact information for witnesses to the incident.
- Incident Commander:** The command-level officer who responds to the scene of a Critical Incident and is responsible for the management of the investigation, including developing objectives, directing operations, coordinating with other entities, and applying resources and manpower to accomplish objectives. The Incident Commander will

typically be the KCIRT Administrator or Assistant Administrator but, in their absence, may be another command-level officer qualified to act as the Incident Commander.

Incident Supervisor: An experienced investigator of supervisory rank who oversees the investigative personnel at a Critical Incident and reports to the Incident Commander.

In-Custody Death: The death of any person who is detained, arrested, being transported to a facility for incarceration, or incarcerated in local facilities. Excluded are deaths caused by fatal injuries that occur while an inmate is under physician's treatment for a disease or other natural condition, except that deaths involving custodial trauma or custodial suicide while under a physician's treatment are considered In-Custody Deaths.

Involved Agency: The agency employing an Involved Officer or an agency in whose custody a person dies in circumstances amounting to an In-Custody Death. The Involved Agency may also be the Venue Agency.

Involved Officer: A law enforcement officer or corrections officer:

"Involved Officer" means one of the following persons who is involved in an incident as an actor or custodial officer in which the act or omission by the individual is within the scope of the jurisdiction of the office as defined in this chapter:

- a) A general authority Washington peace officer, specially commissioned Washington peace officer, or limited authority Washington peace officer, as defined in RCW 10.93.020, whether on or off duty if he or she is exercising his or her authority as a peace officer; or
- b) An individual while employed in a city, county, or regional adult or juvenile institution, correctional, jail, holding, or detention facility as defined in RCW 70.48.020, 72.09.015, or 13.40.020.

1. In whose custody a person dies.

2. Is involved in a vehicle collision in which someone dies.

KCIRT: The Kitsap Critical Incident Response Team. A team of investigators who can be called upon by any of the Participating Agencies to independently investigate Critical Incidents, meeting the independent investigative team (IIT) requirements of Chapter 139-12 WAC.

KCIRT Board Chair: Voted on by the Board for a term of two years.

KCIRT Administrator: An officer with command rank designated by the Board to oversee KCIRT.

Assistant Administrator: An officer with command rank designated by the Board to assist the KCIRT Administrator and lead KCIRT in the absence of the KCIRT Administrator.

- KCIRT Protocols: Uniform procedures and guidelines for the investigation of officer involved Critical Incidents derived from best practices and which are intended to produce a thorough, independent, impartial, and transparent investigation.
- Prohibited Content: Information, which if shared between members of the KCIRT investigative team and any member of the Involved Agency, could adversely affect public confidence in the integrity or independence of the investigation. This includes but is not limited to compelled statements taken from Involved Officer, any investigative information or content derived from a compelled statement, or any information or evidence collected or produced by the independent investigation.
- Venue Agency: The agency with primary territorial jurisdiction, as defined by RCW 10.93.020(1). The Venue Agency may also be the Involved Agency.

4. ORGANIZATION

No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.

5. GOVERNANCE

KCIRT is governed by a Board composed of the CLEOs of the Participating Agencies.

The Board should meet at least annually or more frequently as needed.

Representatives from the Prosecutor's Offices of Participating Agencies will function in a non-voting advisory capacity for the Board.

Each Participating Agency shall have one vote. All Board actions and decisions are approved and adopted by simple majority of the attending Board members when at least 5 of the 10 agency CLEOs are present for such vote.

The Board will approve protocols developed to guide KCIRT investigations.

The Board, excluding the CLEO of the Involved Agency, is the final authority on any questions regarding the conduct of the independent investigation that cannot be resolved at a lower level.

The Board, excluding the CLEO of the Involved Agency and the prosecutor's offices, will review investigation summaries prior to submittal to the prosecutor's office of the jurisdiction of the Involved Agency.

6. AUTHORITY & IMPLEMENTATION

The decision to implement Mutual Aid under this Agreement rests entirely with the CLEO of the Venue Agency.

Participating Agencies are not obligated to request that KCIRT investigate a Critical Incident occurring in their jurisdiction and may request other agencies or resources conduct an independent investigation.

6. KCIRT ADMINISTRATOR / ASSISTANT ADMINISTRATOR

Participating Agencies may submit for the Board's consideration a list qualified command-level officers with previous experience in criminal investigations to fill the positions of KCIRT Administrator and Assistant Administrator.

The KCIRT Board of Directors will appoint a KCIRT Administrator and Assistant Administrator for a maximum of a two-year term from the list of qualified command-level officers submitted by Participating Agencies. The term of the KCIRT Administrator and/or Assistant Administrator may be extended or terminated at the discretion of the Board.

The KCIRT Administrator and Assistant Administrator will be from different agencies, preferably separating the three counties.

The KCIRT Administrator, or in their absence the Assistant Administrator, will serve as the Incident Commander at a Critical Incident unless they are an employee of the Involved Agency.

In the absence of the KCIRT Administrator and Assistant Administrator another qualified and experienced investigator, approved by the acting KCIRT or Assistant Administrator, from a non-Involved Agency, may serve as the Incident Commander.

The KCIRT Administrator, or in their absence the Assistant Administrator, will be responsible for providing oversight of investigations as well as maintaining the readiness and training of the unit.

The KCIRT Administrator will develop and periodically update the protocols which guide KCIRT investigations, and which align with homicide investigation best practices published by the Washington State Criminal Justice Training Commission. The KCIRT Administrator will submit newly developed or updated protocols to the Board for approval.

The KCIRT Administrator will ensure that current KCIRT protocols, names of investigators, supervisors, and commanders, will be available to the public upon request.

7. KCIRT INVESTIGATORS

The KCIRT Administrator will provide the qualifications of current KCIRT investigators to the non-law enforcement community representatives for review when requested.

For new investigators, a Participating Agency (employing agency) that proposes to have its detective assigned to KCIRT will ensure all prospective KCIRT investigators meet any time and training prerequisites.

The KCIRT Administrator will ensure all prospective KCIRT investigators meet any time, or training prerequisites of Chapter 139-12 WAC.

Investigators assigned to KCIRT are expected to have a work history free of a sustained finding of serious misconduct, a pattern of sustained complaints and demonstrable bias or prejudice against community

members that may be impacted by the police use of deadly force, as enumerated in Chapter 139-12 WAC.

A team member may be removed from KCIRT at any time by their own agency. A team member may also be removed from KCIRT upon recommendation of the KCIRT Administrator and approval by the Board.

8. LEAD INVESTIGATOR

Chapter 139-12 Washington Administrative Code requires that those who are assigned to a lead investigator role for an independent investigative team (IIT) meet certain experience and training requirements and hold an "IIT qualified lead investigator certificate" issued by the Washington State Criminal Justice Training Commission.

The Board has identified the Incident Commander and Incident Supervisor as the "lead investigators" for the purposes of meeting the requirements of WAC 139-12 and those members requiring an "IIT Qualified Lead Investigator" certification.

To obtain an "IIT qualified lead investigator" certificate, members must provide proof of at least three years of uninterrupted experience as a certified peace officer, crime scene investigator, or related expertise in a discipline relevant to investigations. They must also provide proof of successfully completing the prescribed training classes, or appropriate equivalent experience, listed below:

- a. Basic homicide investigation.
- b. Interviewing and interrogation.
- c. LETCSA Violence de-escalation, patrol tactics, and mental health training.
- d. 2 Year uninterrupted as a certified police officer.

KCIRT members who have two or more years of relevant, full-time criminal investigative work experience may substitute their work experience for the required basic training classes.

KCIRT members who do not meet the training requirements are eligible to participate in KCIRT investigations, but not in a lead position.

9. NON-SWORN KCIRT MEMBERS

Non-commissioned investigative members of KCIRT (i.e. crime scene investigators, evidence technicians, etc.) are not required to obtain the qualified lead investigator certificates. They are also not required to complete biographies, or conflict of interest forms reviewed by community representatives.

10. TRAINING

Participating Agencies agree to provide their investigators with the training on the following core areas prior to their assignment to KCIRT

- a. Interview and interrogation
- b. Basic Homicide investigation
- c. Officer-involved shooting investigation.
- d. LETCSA Violence de-escalation and mental health training

KCIRT shall train as a unit at least annually for a minimum of Four hours. Annual training may include criminal investigation topics recommended by Chapter 139-12 WAC. 4-hour training will take place twice a year. Investigators are required to attend at least one training block. However, it is preferred investigators make each training block.

11. NON-LAW ENFORCEMENT COMMUNITY REPRESENTATIVES

Each CLEO of a Participating Agency will solicit names of community members who are interested in serving as non-law enforcement community representatives to KCIRT. The community members should have credibility with, and ties to, communities impacted by police use of deadly force. The Board will create a roster of non-law enforcement community representatives who will be assigned to the selection of KCIRT investigators or participate in a KCIRT investigation as described below.

The KCIRT Administrator will provide the qualifications of current KCIRT investigators to the non-law enforcement community representatives for review when requested.

At least two non-law enforcement community representatives, selected by the C.E.O. of the employing agency, will review the qualifications of current investigators, and participate in the vetting, interviewing, and/or selection of new KCIRT investigators.

At least two non-law enforcement community representatives will be assigned to each KCIRT investigation into an officer's use of deadly force. Community members who live in the jurisdiction where the incident occurred will generally be called upon to participate in that independent investigation. Community members from other jurisdictions may also be called upon based on availability, conflicts of interest or other issues preventing some from participating. The non-law enforcement community representatives will:

- a. Review conflict of interest statements submitted within seventy-two hours of the commencement of each investigation by the investigators.
- b. Attend any final presentation with the Involved Agency CLEO.
- c. Have access to the investigation file when it is completed.
- d. Be provided a copy of all press releases and communication to the media prior to release; and
- e. Review notification of equipment use of the Involved Agency.

The non-law enforcement community representatives must sign a binding confidentiality agreement at the beginning of each police use of deadly force investigation that remains in effect until the prosecutor of jurisdiction either declines to file charges or the criminal case is concluded. If the confidentiality agreement is violated, the non-law enforcement representative may be removed.

12. ACTIVATION

The KCIRT Administrator will be responsible for implementing and routinely updating a system for activating KCIRT through Kitsap 911 or other means.

The CLEO of the Venue Agency, or their designee, can request KCIRT activation by contacting the KCIRT Administrator or Assistant Administrator.

When activated, the team will respond to the location designated by the KCIRT Incident Commander. The team members assigned to an investigation shall remain available from the time of the call-out until deactivated. Investigators will be assigned tasks at the direction of the Incident Commander or Incident Supervisor.

Participating Agencies recognize that follow-up meetings and additional investigative work will be required beyond the initial call-out to complete the investigation. Participating Agencies will ensure that every reasonable effort is made to allow the KCIRT investigators to meet these commitments.

The KCIRT Administrator may consult with the Venue Agency's prosecutor's office representative, as needed, throughout the investigation.

13. INDEPENDENT INVESTIGATION REQUIREMENT

No employee of an Involved Agency shall participate in the investigation of a Critical Incident or attend any related investigative activities (e.g., interviews of the Involved Officers or other witnesses), where KCIRT has assumed responsibility for the investigation. Nothing in this agreement shall preclude an officer employed by an Involved Agency from:

- a. Acting as a first responder to the scene of the incident,
- b. Providing or facilitating medical assistance to any injured person,
- c. Clearly marking and protecting the scene,
- d. Locating and preserving evanescent evidence or
- e. Participating in a search for, or pursuit of, any persons suspected of a crime related to the incident.

In locating and preserving evanescent evidence, Involved Agency personnel may photograph or use other methods of documenting the location of physical evidence and take steps to identify persons who may have witnessed the incident.

Once KCIRT investigators arrive at the scene of a Critical Incident, and the Incident Commander has the appropriate resources on scene, the Involved Agency will transfer control of the scene to KCIRT and provide any information pertaining to evidence and witnesses.

14. CONFLICT OF INTEREST

Within seventy-two hours of the commencement of each investigation, investigators and non-law enforcement community representatives must complete a "conflict of interest" assessment tool developed by the Washington State Criminal Justice Training Commission to evaluate any connection between KCIRT investigators assigned to the investigation and the officers being investigated.

The conflict assessment will be reviewed and discussed by the non-law enforcement community representatives and the KCIRT Administrator.

The KCIRT Administrator, Incident Commander, Incident Supervisor, or the CLEO of the Involved Agency may order the recusal of any investigator, or take such actions that may be needed, to ensure the impartiality of the investigation.

Participating Agencies shall have an ongoing responsibility to notify the KCIRT Administrator of any newly discovered information related to a conflict of interest.

15. INVESTIGATIONS

KCIRT will conduct a thorough investigation of Critical Incidents. The independent investigation will follow accepted best practices for homicide investigations published by the Washington State Criminal Justice Training Commission and incorporated in KCIRT protocols.

The investigation file should provide the prosecutor with sufficient information to make an evaluation of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies.

If the investigation establishes a crime was committed by any person involved in the incident, the prosecutor's office of jurisdiction may request a probable cause statement.

The determination regarding which agency will investigate any crime associated with the incident will be made by the Incident Commander in consultation with the KCIRT Administrator, Involved CLEO, Venue CLEO and the applicable prosecutor. A primary factor in this determination will be the degree of separation by time and distance between the underlying crime and the officer's use of deadly force.

Investigators from Participating Agencies who are assigned to a KCIRT investigation shall be subject to the KCIRT chain-of-command for the duration of the initial call-out and for subsequent follow-up assignments related to the investigation.

Participating Agencies recognize that, once activated for an investigation, their investigators are committed to KCIRT for the duration of the investigation, or until released by the Incident Commander, and may be required to report to work and conduct investigative activities outside their jurisdiction. Participating Agencies that wish to recall their investigators prior to their release by the KCIRT will consult with the KCIRT Administrator. The KCIRT Administrator or designee will designate which agency is responsible for the storage of evidence associated with the incident.

Participating Agencies may request KCIRT assistance for other investigations not related to a Critical Incident, such as a homicide. KCIRT will not conduct administrative or internal investigations (i.e., non-criminal investigations).

KCIRT will provide a complete file to the Involved Agency and the applicable prosecutor's office at the conclusion of the investigation. The file will include all records produced by KCIRT investigators and should be maintained in accordance with applicable records retention schedules.

KCIRT will strive to present the completed case report to the prosecutor's office within six months of the event. If there are delays in the investigation and this timeline cannot be met, an explanation will be provided to the agency liaison of the Involved Agency by the KCIRT Administrator and/or Incident Commander.

16. FIREWALLS

The KCIRT Administrator will create and enforce information firewalls to prevent information sharing between KCIRT and the Involved Agency. The Involved Agency agrees not to provide or reveal prohibited content to KCIRT. KCIRT members will not accept or receive any prohibited content from the Involved Agency or its employees.

To prevent secondary dissemination of investigative information, KCIRT members assigned to the investigation will not discuss the investigation, including information about the incident uncovered by the investigation, with non-team members without authorization from the Incident Commander or Incident Supervisor.

If any member of KCIRT receives prohibited content, the investigator receiving the prohibited information must immediately report it to the KCIRT Administrator or Incident Commander and the member must discontinue participation in the investigation. The KCIRT Administrator or Incident Commander will advise the prosecutor of the disclosure of prohibited content to the Involved Agency. The information will be removed or isolated from the investigation unless the prosecutor determines such action unnecessary.

17. FAMILY / TRIBAL LIAISONS

A family member of the person against whom deadly force has been used will be notified as soon as they can be located by either the Involved Agency or KCIRT, whichever is faster.

A member of KCIRT will be assigned as a family liaison within the first twenty-four hours and keep the family, or a representative of the family's choice, informed of all significant developments in the investigation and will give the family and the Involved Agency advance notice of all scheduled press releases.

If the person against whom deadly force is believed to be a member of a federally recognized tribe, a member of KCIRT will be assigned as a tribal liaison within the first twenty-four hours and keep the tribe (or a representative of the tribe's choice) informed of all significant developments of the investigation.

The CLEO of the Involved Agency will notify the Governor's Office of Indian Affairs whenever an officer's use of force results in the death of an enrolled member of a federally recognized Indian tribe in accordance with the requirements of RCW 10.114.021.

18. RESPONSIBILITIES OF VENUE AGENCY

The Venue Agency shall ensure proper crime scene protection. This includes, but is not limited to, immediately securing the crime scene, controlling access into the crime scene, recording the names of individuals who have entered the crime scene, and taking reasonable steps to identify and protect evanescent evidence. Written reports shall be provided by all personnel who enter a designated crime scene to the KCIRT representative.

19. HOSPITAL SECURITY

If a law enforcement officer has been injured and transported to a hospital, the Involved Agency will be responsible for coordinating security and assistance at the hospital.

If a person has been injured by a law enforcement officer's use of deadly force and transported to a hospital, the Involved Agency should coordinate with another agency to provide security when reasonably able based on the circumstances.

If a person has been injured while in the custody of corrections officers and transported to a hospital, uninvolved corrections officers may be assigned to provide security in addition to security provided by a non-involved agency in order to meet any custodial duty requirements under the law.

20. RESPONSIBILITIES OF PARTICIPATING AGENCIES

Each Participating Agency shall pay all wages and benefits due any of its employees providing services under this Agreement, including overtime pay, worker's compensation benefits and death benefits, in the same manner as when those employees are on duty working directly for their employing agency.

Pursuant to RCW 10.93.040, personnel assigned to KCIRT investigations shall be considered employees of their Participating Agency, which shall be solely and exclusively responsible for that employee.

Personnel assigned to KCIRT investigations shall conform to their employing agency's rules, regulations and KCIRT protocols. Any conflicts will be addressed by the KCIRT Administrator and, or, Board.

Participating Agencies will ensure that current KCIRT protocols, names of investigators, supervisors, and commanders, will be available to the public upon request.

21. EQUIPMENT AND SUPPLIES

Each Participating Agency agrees to supply its own personnel with the necessary supplies to participate in KCIRT (notebooks, cameras, tapes, electronic media, pens, etc.).

Equipment belonging to the Involved Agency may not be used during an independent investigation of an officer's use of deadly force unless the equipment is critical to the investigation, no reasonable alternative exists, and the use is approved by the KCIRT Administrator and non-law enforcement community representatives. If an Involved Agency's equipment is used, the Incident Commander will notify the non-law enforcement community representatives to explain why the equipment needs to be used and the steps taken to appropriately limit the role of any Involved Agency personnel in facilitating the use of that equipment.

Each Participating Agency shall remain responsible for the ordinary wear and tear and routine maintenance of its respective equipment used in support of this Agreement.

Each Participating Agency will be responsible for repairing or replacing its equipment that may be damaged during an investigation. If the cost is substantial, the agency whose equipment was damaged may request to share the expense with other members, but no Participating Agency is obligated to contribute unless that Participating Agency was responsible for the damage.

22. PROPERTY

The Parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a Party using this Agreement shall be returned to the acquiring Party, unless otherwise agreed.

23. EXPENSES

All normal personnel and operational costs related to the investigation shall be the responsibility of the Participating Agencies providing members to the team.

Prior to, when feasible, incurring extraordinary costs associated with travel, custodial security, specialized equipment, testing, or other expenses not otherwise specifically mentioned here, the KCIRT Administrator will consult with the CLEO of the Involved Agency and Venue Agency. Any such agreed-upon expenditures will be the responsibility of the Involved and Venue Agencies unless reimbursement or cost-sharing agreements are reached between the Participating Agencies on a case-by-case basis.

Unless a specific agreement to reimburse or pay expenses is adopted as provided herein, each party to this Agreement shall be responsible for individually budgeting sufficient amounts to fulfill its obligations under this Agreement.

23. COMMUNICATIONS AND MEDIA RELATIONS

When appropriate, the Involved Agency may provide periodic public updates on matters not directly related to the on-going KCIRT investigation of the Critical Incident.

The Incident Commander or other representative of the KCIRT will provide public updates on the investigation in accordance with WAC 139.12.

A copy of all press releases and communication will be provided to the family liaison and at least two non-law enforcement community representatives assigned to each investigation prior to release to the media.

Neither the Involved Agency nor KCIRT will provide the media with the criminal background information of the person against whom deadly force has been used, unless it is specifically requested, and release of the information is required by the Public Records Act or other applicable laws. Criminal background information includes the details of the events preceding to the use of force investigated as well as information related to prior police contacts, arrests, and convictions. RCW 10.97.030

A member of the KCIRT will be assigned within the first twenty-four hours as a liaison to the family of any person against whom deadly force was used. The family liaison will keep the family, or a representative of the family's choice, informed of all significant developments in the independent investigation and will give the family and the Involved Agency advance notice of all scheduled press releases.

Participating Agencies recognize the importance of speaking with one voice and not releasing information prematurely or releasing information that could hinder the investigation. The Incident Commander with

the designated KCIRT PIO on the content of news releases or intended press conference statements prior to their release to the media.

If the CLEO of the Involved Agency requests that KCIRT releases existing body cam video or other investigation information of urgent public interest, the KCIRT Administrator should honor the request with the agreement of the prosecutor.

Nothing in this Agreement prevents or prohibits Participating Agencies and Parties to this Agreement from fulfilling their obligations under various public disclosure and reporting laws, including but not limited to Chapter 10.97 RCW and Chapter 42.56 RCW.

24. KCIRT RECORDS

All KCIRT Business Records prepared, owned, or used by KCIRT will be retained by each participating agency involved in KCIRT in accordance with Section 25 of this Agreement. The KCIRT Administrator will retain a final copy of the investigative case file.

25. RECORD RETENTION, PUBLIC RECORDS REQUESTS

KCIRT is not an independent public agency separately subject to the Public Records Act ("PRA"), Chapter 42.56 RCW. KCIRT has no employees, records custodian, or independent place of business. Accordingly, each Participating Agency shall be responsible for retaining records it or its employees prepare, own, or use in the course of KCIRT-related business in accordance with applicable records retention schedules.

All requests for public records under Chapter 42.56 RCW ("public records requests") for records relating to KCIRT investigations shall be handled by the Participating Agency receiving the request ("Receiving Agency") in accordance with its own policies and state law. Any liability, damages, causes of action, or claims in connection with a public records request are the sole responsibility of the Receiving Agency.

Any Receiving Agency that reasonably believes other Participating Agencies or the KCIRT Administrator have copies of records that qualify as the Receiving Agency's public records may request these public records from the other Participating Agencies or the KCIRT Administrator. The other Participating Agencies and/or KCIRT Administrator must make a good-faith effort to provide these records to the Receiving Agency in a reasonably expedited fashion to enable the Receiving Agency to meet its obligations under the Public Records Act. In the event the Receiving Agency requests records from other Participating Agencies under this paragraph and the other Participating Agency or Agencies disagree that the records are the Receiving Agency's public records, the Receiving Agency's determination shall govern, and the other Participating Agencies shall produce the records at issue to the Receiving Agency.

The Receiving Agency has ultimate authority over what exemptions to claim (if any) and what records to produce in response to the public records requests it receives. To the extent practicable and lawful under Chapter 42.56 RCW, the Receiving Agency will provide at least ten days' notice to any Participating Agency that is implicated in any public records request before the Receiving Agency releases any records. The purposes of this notice is to provide the Participating Agency a reasonable opportunity to seek an injunction against disclosure under RCW 42.56.540 if it chooses to do so.

26. REPORTING

The KCIRT Administrator or designee will provide a briefing to the CLEO of the Venue and Involved Agencies after the investigation has been reviewed by the prosecutor.

Original records shall be maintained by each investigator's employing agency. Investigators from the Participating Agencies will forward copies of their records related to the investigation to the Incident Supervisor or the designated lead investigator.

When the investigation is complete, the KCIRT team will present the case to the Board for approval prior to presenting the investigation to the CLEO of the Involved Agency, designated community representatives, and the Prosecuting Attorney.

Copies of all information received or uncovered during the course of the KCIRT investigation will be provided to the Prosecuting Attorney, the Venue Agency and the Involved Agency in the form of a complete case file.

A partially complete case may be presented to the Prosecutor, for the sake of expediency, when the investigative tasks that remain outstanding are not required for the finding of fact and are expected to take a considerable time to complete (e.g., non-critical lab results).

When an independent investigation is complete, the information will be made available to the public in a manner consistent with applicable state law.

27. DURATION OF AGREEMENT

This Agreement shall take effect when it has been signed by the authorized representative of each Participating Agency and party to the Agreement and shall be renewed automatically on the anniversary of the date of signing even if the signers to this Agreement no longer hold the office they represented as signer, subject to termination as set forth herein.

28. TERMINATION, SUSPENSION, OR WITHDRAWAL FROM AGREEMENT

The duration of this Agreement shall be indefinite and continue until terminated by all the Parties to the Agreement.

Any Participating Agency may withdraw from the Agreement ("Withdrawing Party"). However, prior to said withdrawal being effective, the Withdrawing Party must give a minimum of ten (10) days' written notice to the other Participating Agencies ("Notice"). Notice may be made by mailing the same to all signatories (or anyone who has replaced the signatory in the same representative capacity for each Party) and accounting for three (3) business days for the same. Further, in order for withdrawal from the Agreement to be effective, all signatories (or anyone who has replaced the signatory in the same representative capacity) for the Withdrawing Party must provide said Notice.

Regardless of withdrawal, the terms of this Agreement shall apply in any situation where the Withdrawing Party is then receiving and/or providing Mutual Aid to or from any other Participating Agency or Agencies. Additionally, regardless of withdrawal, the terms of this Agreement under the above-noted paragraph entitled "Public Records Requests" shall survive withdrawal and termination.

In any event, regardless of the existence of this Agreement, withdrawal from this Agreement, or signing of this Agreement, all general authority Washington peace officers employed by the Participating Agencies will still have authority to act pursuant to RCW 10.93.070, Washington Mutual Aid Peace Officers Powers Act.

29. ADDITIONAL AUTHORITY

This Agreement shall be construed as additional authority and not as a limitation of any preexisting authority of the Parties to the Agreement.

30. WAIVER

The failure of any Party to enforce a provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

31. PARTIAL INVALIDITY OR SEVERABILITY

It is the intent of the Parties that if any part, term, or provision of this Agreement should be adjudged invalid, the remaining portions of the Agreement shall continue in full force and effect.

Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law.

32. AMENDMENTS

This Agreement may only be amended in writing and only when acknowledged by the authorized signature of all Parties.

33. LIABILITY

RCW 10.93.040 and 10.93.060 and any other applicable provisions of Chapter 10.93 govern liability and privileges and immunities available to the Parties under this Agreement. Nothing contained in this Agreement shall be construed to alter the liability rules established in RCW 10.93.040 and .060 or to create a liability or a right of indemnification by any third party. This Agreement shall not be construed to create a higher standard or duty of care for civil or criminal liability against the Participating Agencies, their officials, or members.

34. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement.

35. INDEPENDENT CAPACITY

In accordance with RCW 10.93.040, all personnel assigned by a Party to participate as a KCIRT Team member shall be considered the employees of the primary commissioning agency for all purposes whatsoever, which shall be solely and exclusively responsible for its own employees. All rights, duties, and obligations of the employer shall remain with the primary commissioning agency. The personnel

assigned by a Party shall continue under the employment of his or her employer for all purposes whatsoever, including without limitation, any loss, claim, damages, or liabilities arising out of or related to KCIRT activities and investigations.

Each Party and its respective employees and agents shall act as an independent contractor and not as an employee or agent of another Party to this Agreement. The employees and agents of each Party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that Party. No Party shall have the authority to bind another Party nor control the employees, agents, or contractors of another Party to this Agreement. All rights, duties, and obligations of a Party shall remain with that Party.

Each Party shall be solely and exclusively responsible for the compensation, benefits, training expenses, and all other costs and expenses for its employees. Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees.

36. NONDISCRIMINATION

No Party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.

37. SIGNATORIES' AUTHORITY

The authorized representatives signing below are signing this Agreement pursuant to RCW 10.93.070 and pursuant to the existing previously mutually authorized police powers in their respective jurisdictions as evidenced by documents on file with the Washington Association of Sheriffs and Police Chiefs. The authorization given by any Party shall be effective on the date of signature of that entity.

38. COUNTERPARTS, FACSIMILE, ELECTRONIC SIGNATURE

The Parties agree that this Agreement may be executed in multiple counterparts, and, upon such execution, all the counterparts taken together shall constitute one and the same Agreement. Counterparts and signatures transmitted by facsimile, email, or other electronically delivered signatures of the Parties shall be valid and effective as originals.

39. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the Parties by the signatures of their authorized representatives have executed this Agreement effective on the date shown by each signature.

CITY OF BAINBRIDGE ISLAND, WASHINGTON

By: _____
Blair King, City Manager

Date: _____

By: _____
Joseph Clark, Chief of Police

Date: _____

CITY OF BREMERTON, WASHINGTON

By: _____
Greg Wheeler, Mayor

Date: _____

By: _____
Tom Wolfe, Chief of Police

Date: _____

KITSAP COUNTY

By: _____
John Gese, Sheriff

Date: _____

DATED or **ADOPTED** this ____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

KATHERINE T. WALTERS, Chair

CHRISTINE ROLFES, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

CITY OF PORT ORCHARD, WASHINGTON

By: _____
Rob Putaansuu, Mayor

Date: _____

By: _____
Matt Brown, Chief of Police

Date: _____

CITY OF POULSBO, WASHINGTON

By: _____
Becky Erickson, Mayor

Date: _____

By: _____
Ron Harding, Chief of Police

Date: _____

CITY OF SHELTON, WASHINGTON

By: _____
Eric Onisko, Mayor

Date: _____

By: _____
Chris Kostad, Chief of Police

Date: _____

WASHINGTON STATE PATROL

By: _____
John R. Batiste or designee, Chief

Date: _____

CITY OF PORT ANGELES, WASHINGTON

By: _____
Kate Dexter, Mayor

Date: _____

By: _____
Brian Smith, Chief of Police

Date: _____

CITY OF SEQUIM, WASHINGTON

By: _____
Brandon Janisse, Mayor

Date: _____

By: _____
Mike Hill, Chief of Police

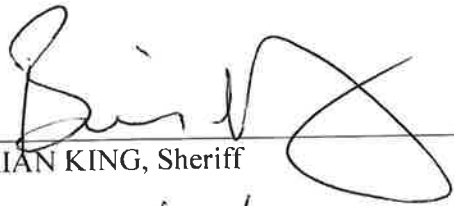
Date: _____

Approved as to form

By: _____
Kristina Nelson-Gross, City Attorney

Date: _____

CLALLAM COUNTY SHERIFF'S OFFICE

By: 
BRIAN KING, Sheriff

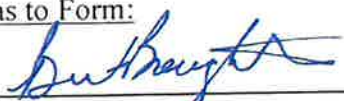
Date: 05/15/24

DATED or **ADOPTED** this ____ day of _____, 2024.

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

MIKE FRENCH, Board Chairperson

Approved as to Form:

Signature: 
Dee Boughton, Deputy Prosecuting Attorney

20



AGENDA ITEM SUMMARY

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

MAY 28 2024

Department: Sheriff

WORK SESSION ☒ Meeting Date: 5/20/24

REGULAR AGENDA ☒ Meeting Date: 5/28/24

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-24-08 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Our STOP Violence Against Women Formula Grant is an annual award providing reimbursement for eligible training costs for law enforcement deputies or officers from the Sheriff's Office, Port Angeles Police Department, and Sequim Police Department. Since the Sheriff's Office has already requested their full reimbursement for the year, State Commerce has granted them an additional \$4,000 in training budget for the remainder of the year.

Budgetary impact: Will be added via supplemental.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff 

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 5/14/24

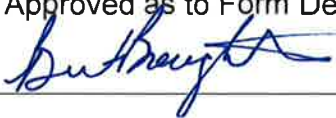


Amendment

8/1-24-08

Grant Number: F23-31103-054
Amendment Number: A

Washington State Department of Commerce
Community Services Division
Office of Crime Victims Advocacy
Clallam County Sheriff's Office

1. Grantee Clallam, County of DBA Sheriff, 223 E 4 th ST STE 3 Port Angeles WA 98362		2. Grantee Doing Business As (optional) Clallam County Sheriff's Office	
3. Grantee Representative (only if updated)		4. COMMERCE Representative (only if updated)	
5. Original Grant Amount (and any previous amendments) \$12,000.00	6. Amendment Amount \$4,000.00	7. New Grant Amount \$16,000.00	
8. Amendment Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		9. Amend. Effective Date 4/18/2024	10. End Date 12/31/2024
11. Federal Funds (as applicable) \$16,000.00	Federal Agency: Department of Justice, OVW	ALN Number: 16.588	Indirect Rate (as applicable): N/A
12. SWV # 0000200-05	13. UBI # 54004559		14. UEI # JV6JJNELRBS5
15. Amendment Purpose The purpose of this amendment is to add funding to the budget. COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant as Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant as Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget- EEOP Compliance Certification Form, Attachment "C" – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters, Attachment "D" – Scope of Work, Attachment "E" – Budget; and Grantee's Originals application for funding as submitted and approved by Commerce. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".			
FOR GRANTEE Signature Mike French Name <u>Chair of the Board, County Commissioners</u> Title Date		FOR COMMERCE Cindy Guertin-Anderson, Assistant Director Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE Approved as to Form Deputy Prosecutor 	

This Grant is **amended** as follows:

Special Terms and Conditions

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/01/2021

Federal Award Identification Number (FAIN): 15JOVW-21-GG-00548-MUMU

Total amount of the federal award: \$3,449,421.00

Total amount of federal award 15JOVW-21-GG-00548-MUMU funding in this grant: \$0.00

Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2022

Federal Award Identification Number (FAIN): 15JOVW-22-GG-00458-STOP

Total amount of the federal award: \$3,060,021.0

Total amount of federal award 15JOVW-22-GG-00458-STOP funding in this grant: \$10,204.00

Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2023

Federal Award Identification Number (FAIN): 15JOVW-23-GG-00608-STOP

Total amount of the federal award: \$3,784,202.00

Total amount of federal award 15JOVW-23-GG-00608-STOP funding in this grant: \$5,796.00

Awarding official: Rosemarie Hildago, Director (202) 307-6026

The Grantee agrees that all materials and publications (written, web-based, visual, or any other format) resulting from grant activities shall contain the following statements:

"This project was supported by Subgrant No. **F23-31103-054** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce."

7. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$16,000.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment D – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment E – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **\$5,333.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

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

Payment will be on a reimbursement basis only.

Consultant/contractor fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

Travel expenses incurred or paid by the Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the state of Washington Office of Financial Management

Travel Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed using the following link:
<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

ATTACHMENT B
Budget

Budget	STOP
Subgrantees	\$4,000.00
Goods and Services	\$12,000.00
Grant Total	\$16,000.00
Match	\$5,333.00
Project Total	\$21,333.00

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



DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Lisa Lipsey	Grant Manager	Proofed documents	4/22/2024 10:58 AM PDT
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	4/22/2024 5:45 PM PDT
Trisha Smith	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	4/23/2024 12:11 PM PDT

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature

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

Certificate Of Completion

Envelope Id: F79C9BB5CA6E47D9BD6E87A2EB4F2803

Status: Sent

Subject: OCVA Services Training Officer Prosecutors Amendment- FFY23 VAWA STOP - Clallam Co Sheriff's Office

Division:

Community Services and Housing

Program: OCVA

ContractNumber: F23-31103-054

DocumentType:

Contract Amendment

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kelly Tracy

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

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

Olympia, WA 98504-2525

kelly.tracy@commerce.wa.gov

IP Address: 147.55.134.70

Record Tracking

Status: Original

Holder: Kelly Tracy

Location: DocuSign

4/22/2024 10:25:00 AM

kelly.tracy@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Lisa Lipsey

lisa.lipsey@commerce.wa.gov

Washington State Department of Commerce

Security Level: Email, Account Authentication
(None)**Signature****Completed**

Using IP Address: 147.55.149.207

Timestamp

Sent: 4/22/2024 10:44:08 AM

Viewed: 4/22/2024 10:58:17 AM

Signed: 4/22/2024 10:58:41 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jodine Honeysett

jodine.honeysett@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 198.238.29.42

Sent: 4/22/2024 10:58:42 AM

Viewed: 4/22/2024 10:59:24 AM

Signed: 4/22/2024 5:45:26 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Trisha Smith

trisha.smith@commerce.wa.gov

AMD

WA State Dept of Commerce

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 198.238.6.172

Sent: 4/22/2024 5:45:27 PM

Viewed: 4/23/2024 12:11:49 PM

Signed: 4/23/2024 12:11:55 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Elizabeth Waknitz

Ewaknitz@co.clallam.wa.us

Chief Civil Deputy

Clallam County

Security Level: Email, Account Authentication
(None)

Sent: 4/23/2024 12:11:57 PM

Viewed: 4/23/2024 1:19:03 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 4/23/2024 1:19:03 PM ID: 148e3b37-8b97-4e11-9d5c-808f042b34e3		
Cindy Guertin-Anderson cindy.guertin-anderson@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2024 10:44:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Washington State Department of Commerce:

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

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

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

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

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

To request paper copies from Washington State Department of Commerce

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

To withdraw your consent with Washington State Department of Commerce

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) MAY 28 2024

Department: Sheriff

WORK SESSION ☒ Meeting Date: 5/20/24

REGULAR AGENDA ☒ Meeting Date: 5/28/24

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11065-24-01 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Given the topological barriers to direct radio connections throughout our county, using a Canadian tower across the water to facilitate coastal connection provides the best coverage in certain areas. While this is not a primary connection in our radio network, it does provide an appreciated enhancement to our communication network. This lease is formalizing the use agreement previously provided by the tower owners, and renews annually unless terminated.

Budgetary impact: No change on current budget, lease rate is included in each budget cycle.

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff

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

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 5/15/24

* 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)

SITE USE AGREEMENT

This agreement is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter designated the "Tenant") and MUIR COMMUNICATIONS LTD, (hereinafter designated the "Landlord").

In consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

The Landlord hereby rents to the Tenant space in their building and on their Triangle Mountain radio tower for equipment supplied by the tenant

RENTAL RATE

The Tenant shall pay to the Landlord both annual base rent for use of the premises and all additional costs incurred by the Landlord on behalf of the Tenant.

The base rent will include space for the tenant to mount equipment and electrical power supply for the site with generator back-up.

The additional costs include the expense required for the Canadian Radio License, together with costs in support of its application, and any fees incurred by the Landlord should the Tenant pay by credit card.

The annual cost will be \$5,468 in Canadian currency for the first year of the term.

Future changes to the agreed upon rental rate can be effected by mutual written agreement of the Landlord and the Clallam County Sheriff's Office on behalf of Clallam County, without altering other conditions or terms of this agreement.

DURATION OF AGREEMENT

This Agreement shall be effective on the 1st of April 2024, and will automatically renew annually for an additional 1 year term beginning on April 1 of each successive year. The base rent on renewal will be increased at 5% for each successive year. Renewal shall be automatic unless either party notifies the other in writing 60 days prior to renewal of their intent to terminate this agreement.

ACCESS

Access to the site will be maintained by the Landlord and available for the Tenant's use as needed. The Landlord will notify the Tenant if access will be temporarily unavailable for maintenance or unforeseen circumstances.

COSTS AND ATTORNEY'S FEES

If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this agreement may be in the county in which premises are situated.

MODIFICATIONS

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

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.

TERMINATION

This agreement can be terminated at any time by the Tenant or the Landlord providing 60 days notification in writing to the other party. The remaining proceeds of the annual payment shall be returned within thirty calendar days constituting a prorated monthly amount less the annual license fee and a ten percent administrative fee.

Landlord:

Alan and Judy Muir
Muir Communication Ltd,
871 Walfred Rd
Langford, B.C, Canada
judy@muircom.com
alan@muircom.com

Tenant:

Clallam County
223 E 4th St
Port Angeles, WA 98362

Contract specific personnel are:

elizabeth.waknitz@clallamcountywa.gov
Richard.tomko@clallamcountywa.gov

By:


A. L. Muir
Muir Communications Ltd.

Date:

17-MAY-2024

By:

Mike French
Mike French,
Chair of the Board

Date:

APPROVED AS TO FORM:

Bu Bough
Clallam Prosecuting Attorney's Office



2d
MAY 28 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 05/20/2024**

REGULAR AGENDA ☒ **Meeting Date: 05/28/2024**

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19951.24.001 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

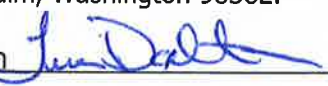
Documents exempt from public disclosure attached: ☐

Executive summary: This is an Affordable Sales and Used Tax Grant Recipient Agreement with Peninsula Behavioral Health (PBH) allocating Affordable Sales and Use Tax 1406 funding in an amount not to exceed \$250,000 to assist with the rehabilitation of a 5-bedroom Permanent Supported Housing Group Home located at 5th and Fir St. in Sequim, WA. As the predominant behavioral health provider in rural Clallam County, their mission is to extend housing and comprehensive support to individuals grappling with serious behavioral health needs.

Budgetary impact: Budget adjustment has been made and this is included in the budget.

Recommended action:

1. The approval of Affordable Sales and Use Tax Grant Recipient Agreement with Peninsula Behavioral Health allocating Affordable Sales and Use Tax 1406 funding in an amount not to exceed \$250,000 for the rehabilitation of a group home located at 5th and Fir, Sequim, Washington 98382.

County Official signature & print name: Timothy Dalton 

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Timothy Dalton, Housing and Grant Resource Director/Wendy Sisk, Exec. Dir. Peninsula

Date submitted: 05/15/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary PBH 5th & Fir Affordable Sales and Use Tax grant recipient Agreement

** 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

**AFFORDABLE AND SUPPORTIVE HOUSING GRANT
RECIPIENT AGREEMENT**

This Recipient Agreement ("Agreement") is dated as of the _____ day of _____, 2024, by and between Clallam County, a Washington political subdivision ("County"), and Peninsula Behavioral Health (PBH) (Federal Tax ID 91-0869129, UEI # JYATMDPPBTR8), ("Recipient").

WHEREAS, the RCW 82.14.540 authorizes the County to expend Affordable Housing Sales and Use Tax Funds received by the County to assist in providing Affordable and Supportive Housing to county Residents at or below 60% of Area Median Income. The moneys collected or bonds issued under this section may only be used for the following purposes:

1. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW **71.24.385** (Behavioral health administrative services and managed care organizations—Mental health and substance use disorder treatment programs—Development and design requirements).
2. Funding the operations and maintenance costs of new units of affordable or supportive housing; or
3. For providing rental assistance to tenants.
4. The housing and services provided pursuant to subsection (6) of this section may only be provided to persons whose income is at or below sixty percent of the median income of the county or city imposing the tax.

WHEREAS, the Recipient, is a behavioral health administrative services and managed care organization located within Clallam County, has been tasked with providing supportive services and housing. The County and Recipient desire to enter into this Agreement so that the County may provide Affordable Housing Sales and Use Tax Funds for appropriate and qualifying expenditures to the Recipient for in support of PBH application for supportive housing and for other reimbursement costs as specified in Attachment A.

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

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2024 unless completed or terminated by the County in writing.
2. Affordable Housing Sales and Use Tax Fund. The County agrees to provide the Recipient a total sum not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000) for the rehabilitation a group home located at 490 N 5th Avenue, Sequim, WA 98382 as specified based Affordable Housing Grant Application submitted to Clallam County Housing Solutions Committee with Attachment A covering the Scope of Work.
3. Recipient's Use of Affordable Housing Sales and Use Tax Funds. The Recipient shall ensure that the Affordable Housing Sales and Use Tax Funds requests are necessary Eligible Uses under the criteria set forth in RCW 82.14.540 and described in detail in

Attachment A as well as competitive bid and prevailing wage in compliance with Washington State Labor and Industries Standard.

4. Reimbursement Request & Reporting Requirements. To facilitate the release of Affordable Housing Sales and Use Tax Funds by the County to the Recipient and the County's compliance with reporting requirements for usage of Affordable Housing Sales and Use Tax Funds funding per Attachment A Scope of Work, the Recipient may submit one A-19 equivalent request schedule per month to the County on or before the 10th day following the end of each calendar month during the term of the Agreement, detailing the expenditures disbursed by the Recipient based on eligible criteria, outlined in Attachment A. The County shall then distribute Affordable Housing Sales and Use Tax Funds, as requested by the Recipient. Such schedule may be modified with the prior approval of the County. Failure to provide any of the required documentation may result in the withholding and/or nonpayment of all or a portion of the request, and termination of the Agreement.
5. Termination. The Parties may terminate this Agreement as follows:
 - a. Termination for Loss of Funding. The County shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the Grant Award are terminated, suspended or otherwise lost or impaired in whole or in part.
 - b. Termination for Convenience. Either party may terminate this Agreement for convenience upon giving the other party at least 30 days' advance written notice. In that event, the Recipient will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.
 - c. Termination for Default. If either party defaults in its performance under this Agreement, the nondefaulting party may give the defaulting party written notice that it has 30 days in which to cure the default. If the default is not cured within 30 days of notice, the nondefaulting party may terminate this Agreement.
6. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.
7. Professional Legal Liability. The Recipient will maintain professional legal liability or professional errors and omissions coverage appropriate to the Recipient's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Recipient's services under this Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of this Agreement or within the scope of the Recipient's services under this Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under this Agreement.
8. Workers' Compensation and Employer Liability. The Recipient will

maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Clallam County Risk Management Division. If this Agreement is for over \$50,000, then the Recipient will also maintain employer liability coverage with a limit of not less than \$1 million.

9. Commercial General Liability. The Recipient will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to this Agreement and be no less than \$2 million. The Recipient will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement. Specialized forms specific to the industry of the Recipient will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
10. Indemnification. The Recipient agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipient's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.
11. Compliance with Laws, Guidelines. The Recipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of the Uniform Administrative Requirements, Cost Principles and Auditor Requirements for Federal Awards as set forth in 2 C.F.R. part 200 and Attachment A.
12. Maintenance and Audit of Records. The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by the Uniform Guidance for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement, the Recipient agrees to promptly reimburse the County for such payments upon request.
13. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Recipient
Peninsula Behavioral Health (PBH)
Attn: Wendy Sisk, Chief Executive Officer
118 E 8th Street

Port Angeles, WA 98362

Clallam County

Attn: Timothy Dalton, BOCC Housing and Grant Resource Director
223 E 4th St, Suite 4
Port Angeles, WA 98362-3015

14. Improper Influence. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
15. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
16. 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.
17. Time. Time is of the essence in this Agreement.
18. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
19. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
20. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Clallam County, Washington or as provided by RCW 36.01.050.
21. Permissible-Use Warranty. The Recipient warrants that its planned and actual uses of the Grant Award constitute permissible uses for affordable and supportive housing as established in RCW 82.14.540. This section shall survive the expiration or termination of this Agreement.
22. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.
23. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

24. Assignment. The Recipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.
25. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
26. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either Party has to Treasury in connection with the use of SDG Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
27. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
28. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
29. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

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

DATED this _____ day of _____, 2024.

RECIPIENT

By: _____

Print Name: Wendy Sisk

Its: Chief Executive Officer

DATED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

CLALLAM COUNTY, WASHINGTON

MIKE FRENCH, Chair

RANDY JOHNSON, Commissioner

MARK OZIAS, Commissioner

ATTEST:

L. Gores, Clerk of the Board



APPROVED AS TO FORM by DPA Boughton

ATTACHMENT A

Scope of Work

Project Description: The project consists of converting the existing office building in Sequim into a residential home to support transitional living.

Existing offices will be changed to bedrooms, bathrooms will be modified for residential ADA use, and a full kitchen and laundry room will be added into the current footprint.

Demolition of designated walls, door, etc. will be required to accommodate the transition. The majority of work will take place on the interior; however, patching and repair of exterior siding will be required where new windows are incorporated.

Project will include:

Bathrooms

- Convert one bathroom to full bath with walk tub shower combo.
- Convert second bathroom to ADA accessible bathroom
- Replace commercial sink in full bath with residential vanity.
- Will need to expand ADA bathroom footprint to accommodate – includes drywall etc
- Ensure appropriate venting, install new vents if needed

Kitchen

- Remove reception area walls to open up to living room area
- Contractor grade cabinets
- Contractor grade appliances Stove, vent hood, dishwasher, fridge Vent stove to outside
- 34"+ Fridge
- Quartz counter tops for durability

Laundry

- Old kitchen becomes laundry
- Include sink if possible
- Vent dryer outside per code
- Contractor grade cabinets above washer dryer for storage
- New Washer/Dryer

Bedrooms

- Make Room 5 larger and add closet
- Add a closet to room 6
- Install missing closet doors



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AGENDA ITEM SUMMARY

MAY 28 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-20-24**

REGULAR AGENDA ☒ **Meeting Date: 5-28-24**

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19925.24.025 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The BOCC approved the Lodging Tax funding application for the Port Angeles Waterfront Center, Resolution 40, 2024.

This item is the Personal Services Agreement with the Port Angeles Waterfront Center in the amount of \$100,000 to assist with the funding for Field Hall Art & Events.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
These funds are included in the 2024 adopted budget – Hotel/Motel Tax Fund.

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, LTAC Member – Commissioner Johnson

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 5-15-24

* 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)



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.24.025

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

Name: Port Angeles Waterfront Center
Address: 201 W Front St, Port Angeles, WA 98362
Phone N^o: 860-869-0534

(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 30th 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 _____, 2024.

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

Port Angeles Waterfront Center
Steven Raider-Ginsburg

Mike French, Chair

Title: Executive Director

Date: _____ 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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for Field Hall Arts & Events.

COMPENSATION

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

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.
10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

- (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available 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, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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

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

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

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all

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

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

☒ **COMPREHENSIVE GENERAL LIABILITY:**

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

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

\$ per occurrence

☐ **WORKERS COMPENSATION:**

Statutory amount

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

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

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

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

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

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

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

☐ 4. Other (specify):.



28
MAY 28 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-20-24**

REGULAR AGENDA ☒ **Meeting Date: 5-28-24**

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19925.24.016 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The BOCC approved the Lodging Tax funding application for Washington Festival and Events Education Foundation, Resolution 40, 2024.

This item is the Personal Services Agreement with the Washington Festival and Events Education Foundation in the amount of \$157,500 to assist with the funding for the Dungeness Crab Festival.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
These funds are included in the 2024 adopted budget – Hotel/Motel Tax Fund.

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, LTAC Member – Commissioner Johnson

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 5-15-24

* 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)



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.24.016

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

Name: Washington Festival and Events Education Foundation
Address: P.O. Box 2406
Phone No: Port Angeles, WA 98362

(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 30th 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 2024.

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

Bruce Skinner
Washington Festival and Events Education
Foundation
Executive Director: Bruce Skinner
~~Rose Thompson~~

Mike French, Chair

Date: May 22 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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding to operate a special event/festival (Dungeness Crab Festival) designed to attract tourists.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$157,500 for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$157,500 to be paid when the contract is fully executed.

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

- (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all

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

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

☒ **COMPREHENSIVE GENERAL LIABILITY:**

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

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

☐ **WORKERS COMPENSATION:** Statutory amount

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

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

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

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

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

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



29
MAY 28 2024

AGENDA ITEM SUMMARY.

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 5-20-24

REGULAR AGENDA ☒ Meeting Date: 5-28-24

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19925.24.028 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The BOCC approved the Lodging Tax funding application for Clallam County Public Works, Resolution 40, 2024.

This item is the Personal Services Agreement with the Clallam County Public Works in the amount of \$84,400 to assist with the funding for the Olympic Adventure Trail OAT Whiskey Creek Bridge Replacement and Improvement Project.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
These funds are included in the 2024 adopted budget – Hotel/Motel Tax Fund.

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, LTAC Member – Commissioner Johnson

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 5-15-24

* 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)



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: Public Works
 Address: 223 E 4th St., Suite 6
 Port Angeles, WA 98362
 Phone N^o: 360-417-2290

(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 30th 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 _____, 2024.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS


 Clallam County Public Works
 Steve Gray – Deputy Director

 Mike French, Chair

Date: 05/15, 2024

ATTEST:

 Loni Gores, MMC, Clerk of the Board

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

Originals: BOCC
 Vendor
 Initiating Department
 Copies: 5

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the 2024 Olympic Adventure Trail (OAT) Whiskey Creek Bridge Replacement and Improvement Project.

- 1. *OAT Whiskey Creek Bridge Replacement and Improvement Project.*** The OAT Whiskey Creek Bridge Replacement and Improvement Project is located near milepost 18 along the approximately 25-mile trail OAT route. The mostly single-track, natural tread OAT route traverses state forest land in the Olympic foothill area that begins at the trailhead just west of the SR 112 Elwha River Bridge and connects to the Olympic Discovery Trail (ODT) Spruce Railroad Trail segment in Olympic National Park.
- 2. *Bridge Replacement & Improvements.*** The lodging tax grant may be used to fund the OAT Whiskey Creek Bridge Replacement and Improvements Project. The proposed bridge replacement is a for a six-foot-wide durable fiberglass bridge at the existing stock crossing that will support all trail users, including equestrians. It will span the full floodplain width and active channel erosion areas to help ensure a long lifespan and avoid stream impacts.
- 3. *Meet with the Lodging Tax Advisory Committee on a yearly basis to:***
 - Review goals and objectives for tourism enhancement.
 - Review expenditure of funds.
 - Review achievements of the past year.
 - Discuss the proposed work plan for the coming year.
 - Additional review may be required by the Commissioners upon reasonable notice.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$84,400 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): _____

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 with an Extended Reporting Period Endorsement (two year tail)**

	\$	per occurrence
--	----	----------------
- ☐ **WORKERS COMPENSATION:**

	Statutory amount
--	------------------

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|----|----------------|
| Bodily injury, liability, including death | \$ | per occurrence |
| | \$ | 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 defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

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

- ☐ 4. Other (specify):.



2h
MAY 28 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-20-24**

REGULAR AGENDA ☒ **Meeting Date: 5-28-24**

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19925.24.016 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The BOCC approved the Lodging Tax funding application for Clallam County Park, Fair and Facilities, Resolution 40, 2024.

This item is the Personal Services Agreement with the Clallam County Park, Fair and Facilities in the amount of \$75,000 to assist with the funding for the design, fabricate and install an enlarged ramp to reestablish beach access at the Clallam Bay County Park.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
These funds are included in the 2024 adopted budget – Hotel/Motel Tax Fund.

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, LTAC Member – Commissioner Johnson

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 5-15-24

* 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)

Paks Fair and Facilities Clallam Bay Ramp LTAC Contract
Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

Contract 19925.24.029

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

Name: Parks, Fair and Facilities
Address: 223 E 4th St., Suite 7
Port Angeles, WA 98362
Phone Nº: 360-417-2429

(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 30th 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 _____ 2024.

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

Clallam County Parks, Fair and Facilities
Director Don Crawford

Mike French, Chair

Date: _____, 2024

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for design, fabricate and install an enlarged ramp to reestablish beach access at the Clallam Bay County Park.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of 75,000 for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☒ annually; ☐ at completion of project; ☐ other (specify) _____.

Request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested.

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): _____

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 with an Extended Reporting Period Endorsement (two year tail)** \$ per occurrence

☐ **WORKERS COMPENSATION:** Statutory amount

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|----|----------------|
| Bodily injury, liability, including death | \$ | per occurrence |
| | \$ | 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 defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

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

- ☐ 4. Other (specify):.



3a
MAY 28 2024

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 05/28/2024**

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 – Opening of Bids |

Documents exempt from public disclosure attached: ☐

Executive summary:

Request to open bids for the annual supply contract for the Hot Mix Asphalt and CSS-1 Liquid Asphalt products for the year 2024.

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

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

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

That the Board open bids for review and recommendation to the BOCC on the annual supply contract for the Hot Mix Asphalt and CSS-1 Liquid Asphalt products for the year 2024.

County Official signature & print name: , Joe Donisi

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Public Works

Date submitted: 05/20/2024

* 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)

2024 Agenda Item Summary-bid opening.docx

Revised: 3-04-2019

50
MAY 07 2024

NOTICE OF INVITATION TO BID

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 E. Fourth Street, Room 150, Port Angeles, Washington, until 10:00 a.m., Tuesday, **May 28, 2024**, at which time they will be publicly opened and read aloud for the **2024 Hot Mix Asphalt and CSS-1 Liquid Asphalt Requirements** of the Clallam County Public Works Department.

Bid price is to include all applicable taxes and to include delivery to various locations. Complete specifications and bid forms may be obtained from the Public Works Department, 223 E. Fourth Street, Suite 6, Port Angeles, WA 98362, or by calling (360) 417-2319. Bidding related questions regarding this supply contract may be directed to Jason O'Dell at (360) 417-2434.

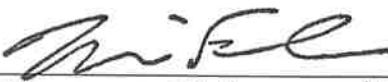
Sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL - 2024 HOT MIX ASPHALT REQUIREMENTS**". Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362, or hand deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered, nor will bids received by facsimile or e-mail.

Clallam County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

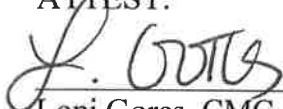
Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070; and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam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

APPROVED THIS 7 DAY OF may, 2024.

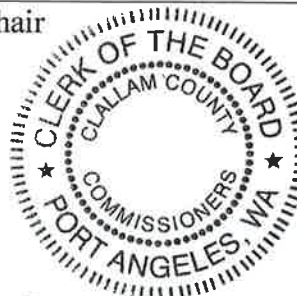
BOARD OF CLALLAM COUNTY COMMISSIONERS


Mike French, Chair

ATTEST:



Loni Gores, CMC, Clerk of the Board



PLEASE PUBLISH: May 10 & May 17

PLEASE BILL: Clallam County Public Works Department
223 E. 4th St., Ste. 6
Port Angeles, WA 98362



AGENDA ITEM SUMMARY

LA
MAY 28 2024

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

Department: BOCC

WORK SESSION ☐ Meeting Date:

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 - Notice |

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on May 28, 2024.

Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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

See attached form(s).

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

Approve the attached Resolution – Budget revisions.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



BUDGET RESOLUTION _____, 2024

ADOPTING A BUDGET REVISION FOR THE DEPARTMENT/FUND LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, the following facts create a need for the budget revision shown below:

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

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

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

2. The Budget Director has verified the accounting method for the budget revision listed and approved them by numbering and initialing the attached Budget Change Form.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the revision within the fund, department, or program budget shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 28th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias

c: Budget Director
Treasurer
Affected Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

10/24/2024



Date Submitted: 4/10/2024 ✓

Budget Hearing/Meeting Date: 5/28/2024 ✓

- ___ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ___ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ___ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- X ✓ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ___ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19961.291 ✓	Budget Name	NonDept – American Rescue Plan Act ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – ARPA ✓	51420.49.0225 ✓	Unanticipated Services	60,000 ✓
Total				60,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – ARPA ✓	51420.41.0582 ✓	Clallam County PUD	60,000
Total				60,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reallocation of ARPA funding for the final contractual payment to the PUD for their Carlsborg/Van-Lan Water System Project. The \$60,000 invoice expected in 2023, was not received until April 2024.

County Official Approval: [Signature]
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

CLALLAM COUNTY BUDGET CHANGE FORM

MAY 02 2024



Date Submitted: 5/1/2024 Budget Hearing/Meeting Date: 05/28/2024 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ✓ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.841 ✓	Budget Name	Prosecuting Attorney - Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.841 ✓	Prosecuting Attorney – Ops ✓	51531.10.0010 ✓	Regular Time ✓	50,000.
00100.841 ✓	Prosecuting Attorney – Ops ✓	51535.10.0010 ✓	Regular Time ✓	50,000.
Total				100,000. ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.841 ✓	Prosecuting Attorney – Ops ✓	51531.41.0020 ✓	Professional Services ✓	50,000.
00100.841 ✓	Prosecuting Attorney - Ops ✓	51535..41.0020 ✓	Professional Services ✓	50,000.
Total				100,000. ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

These funds originally allocated for attorney salaries will be used for contracted attorney services while we are short-staffed.

County Official Approval: Mark Nink
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

ETIU
[Signature]

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 5/3/24 ✓

Budget Hearing/Meeting Date: 5/28/24 ✓

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☒ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.816	Budget Name	Sheriff – Jail Medical
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.816 ✓	Sheriff – Jail Medical ✓	52360.10.0010 ✓	Regular Time ✓	18,000
00100.816 ✓	Sheriff – Jail Medical ✓	52360.20.0020 ✓	Benefits ✓	7,000
Total				25,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.816 ✓	Sheriff – Jail Medical ✓	52360.35.0010 ✓	Small Tools and Minor Equipment ✓	7,000
00100.816 ✓	Sheriff – Jail Medical ✓	52360.31.0010 ✓	Office Supplies ✓	8,000
00100.816 ✓	Sheriff – Jail Medical ✓	52360.31.0033 ✓	Furnishings ✓	6,000
00100.816 ✓	Sheriff – Jail Medical ✓	52360.35.5500 ✓	Information Technology Equipment ✓	4,000
Total				25,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Our Mental Health Professionals are vital for inmate care, and are funded by the Hargrove Fund managed by HHS. Since the second position will have been vacant from January through the end of April, HHS has given approval for the unspent salary dollars to be used for supplies needed by the positions instead so long as the original Hargrove Fund budget remains the same. This will allow the purchase of office furniture, computer equipment, or other items supporting the mental health program for incarcerated individuals that was not originally planned for.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



AGENDA ITEM SUMMARY

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

46
MAY 28 2024

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 5-28-24**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on May 28, 2024.

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - supplemental appropriations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



BUDGET RESOLUTION _____, 2024

ADOPTING A SUPPLEMENTAL BUDGET FOR DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, in open, public meeting, after proper notice, the following facts create a need for the Supplemental Budget Appropriations listed below:

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

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

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

2. The Budget Director has verified the accounting method for the supplemental appropriations and approved it by numbering and initialing the attached *Budget Change Forms*.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the Supplemental Budget Appropriations for unanticipated state or federal funds shown above and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 28th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias

c: Budget Director
Treasurer
Affected Department(s)

APR 16 2024

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/12/2024

Budget Hearing/Meeting Date: 5/28/24 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.861 ✓	Budget Name	Superior Court ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court ✓	33700.00.0040 ✓	SBHO Criminal Justice Treatment Account (CJTA)	\$5,966
Total				\$5,966 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court ✓	56692.49.0083 ✓	Recovery Support Services	\$5,966
Total				\$5,966 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Superior Court has entered into a contract renewal with the Salish Behavioral Associated Health Organization for Criminal Justice Treatment Account (CJTA) funds set aside by the State of Washington for the betterment of therapeutic courts. This contract period is from January 1, 2024, through December 31, 2024, in the amount of \$27,684.33. Funds in the amount of \$21,718 have already been placed into our budget, however, there was an increase in funds in the amount of \$5,966 that we are asking to be added into this budget line.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

APR 30 2024

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4-30-2024 ✓

Budget Hearing/Meeting Date: May 28, 2024 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds.
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.

13001.381 ✓

Budget Name

Noxious Weed Control ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
13001.381 ✓	Noxious Weed Control ✓	33402.10.5000 ✓	WSDA Knotweed Program ✓	\$5,500
Total				\$5,500 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
13001.381 ✓	Noxious Weed Control ✓	55360.10.0600 ✓	Extra Help ✓	\$5,500
Total				\$5,500 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Program spent less money from our WA Department of Agriculture knotweed grant last year than expected due to difficulty hiring seasonal help. The grant expires in June 2025. We will use this money to increase seasonal wages.

County Official Approval:
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

51

JUN 01 2024

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 5/1/24
04/24/24 ✓

Budget Hearing/Meeting Date: 05/28/24 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11008.811 ✓	Budget Name	Sheriff – OPNET Drug ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11008.811 ✓	Sheriff – OPNET Drug ✓	36930.00.0000 ✓	Confiscated and Forfeited Property ✓	301,736
Total				301,736 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.10.0600 ✓	Extra Help ✓	5,911
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.31.0010 ✓	Office Supplies ✓	400
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.31.0020 ✓	Operating Supplies ✓	2000
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.32.0015 ✓	Gasoline ✓	5000
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.35.0010 ✓	Small Tools & Minor Equipment ✓	1950
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.41.0020 ✓	Professional Services ✓	7500
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.41.5120 ✓	Public Works ✓	250
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.42.0015 ✓	Cellular Phone ✓	438
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.42.0020 ✓	Postage ✓	12
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.43.0020 ✓	Travel – Training ✓	4000
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.48.0040 ✓	Equipment Repair & Maintenance	250
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.48.0042 ✓	Vehicle Repair & Maintenance	500
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.49.0041 ✓	Subscriptions ✓	4000
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.49.0049 ✓	Document Destruction ✓	50
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.49.0058 ✓	Seizure Costs ✓	34500
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.49.0060 ✓	Registration ✓	2315
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.70.0010 ✓	Operating Leases (GASB 87) ✓	4800
11008.811 ✓	Sheriff – OPNET Drug ✓	50800.00.0000	Ending Fund Balance	227,860
Total				301,736 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

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

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Revised: J:\SDATA\BUDGETS\2024\Budget Changes\11008 OPNET supp 052824.docx

Ethel
55



MAY 28 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 5/28/24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on May 28, 2024.

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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

See attached forms.

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

Approve the attached Resolution - debatable emergencies.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



BUDGET RESOLUTION _____, 2024

ADOPTING BUDGET EMERGENCIES FOR THE DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, after a public hearing on May 28, the following constitute public emergencies, which could not reasonably have been foreseen at the time of budget preparation:

Parks & Facilities – Real Estate Excise Tax (REET) – To cover unpaid sales tax due on the Courthouse Access Control project, and two invoices for the Restoration of Old Juvie Building project received after the close of accounts payable for year-end/\$21,253

General Fund Reserves – City of Port Angeles stormwater assessment unexpectedly increased 103% from 2023. Additional General Fund support is needed to cover the increase (1 of 2)/\$10,000

NonDept – Indigent Defense – Additional funding for Superior Court Conflict Attorney services provided in 2023 as well as the new contract for 2024/\$19,000

Treasurer – Land Assessment –

- City of Port Angeles stormwater assessment unexpectedly increased 103% from 2023. Additional General Fund support is needed to cover the increase (2 of 2)/\$10,000
- 2024 increase to City of Port Angeles stormwater fees for county owned parcels. Increased rates and values were not provided to the Treasurer in order to anticipate this increase/\$13,000

Department of Community Development – Permit Center –

- Due to uncertainty concerning when the State Building Code Council would implement the 2021 International Codes, Code Books were not purchased in 2023 as they were budgeted because the State was still delaying implementation. It has now been passed/\$3,575
- Repair costs for vehicle driven by Building Inspector after collision with wildlife while driving on Highway 112. Policy 860 4.9 states that it will be the responsibility of the renting department to pay the difference in costs to replace or repair the vehicle as Equipment Rental & Revolving (ER&R) does not carry collision insurance on vehicles or equipment/\$8,972

Human Resources – Unemployment Compensation – Requesting additional funding for unanticipated increase in unemployment compensation costs/\$40,000

Health and Human Services Operations – Reallocation of Foundational Public Health Services (FPHS) Communications funding to the machinery and equipment category for the purchase of 3 copy machines/\$65,000

NonDept – Hotel/Motel Tax – Additional funds need for Resolution 40, 2024 Board-approved Lodging Tax applications/\$480,000

2. The Budget Director has reviewed the accounting method for the debatable emergencies and approved it by numbering and initialing the attached *Budget Change Forms*.

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

1. The amount of money required to meet the public emergency listed above is authorized for expenditure provided that no expenditure is made or liability incurred pursuant to the resolution under RCW 36.40.150 until a period of five days, exclusive of the date this resolution is signed, have elapsed.
2. The Treasurer is authorized and requested to make any necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 28th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias

c: Budget Director
Treasurer
Affected Department(s)

DRAFT

APR 16 2024

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: April 15, 2024

Budget Hearing/Meeting Date: May 28, 2024 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	30101.911 ✓	Budget Name	Parks and Facilities – REET ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911. ✓	Parks and Facilities - REET ✓	50800.00.0000	Ending Fund Balance	\$21,253
Total				\$21,253

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911 ✓	Parks and Facilities – REET ✓	59476.62.2235 ✓	Restore Old Juvie Building	\$ 2,718
30101.911 ✓	Parks and Facilities – REET ✓	59476.63.2125 ✓	Courthouse Access Control <i>Systems</i>	\$18,535
Total				\$21,253 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To cover unpaid sales tax due on the Courthouse Access Control project, and two invoices for the Restoration of Old Juvie Building project received after the close of accounts payable for year end.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/22/2024 ✓

Budget Hearing/Meeting Date: 5/28/2024 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.293 ✓	Budget Name	General Fund Reserves ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	10,000
Total				10,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	59720.00.0010 ✓	Transfer to Land Assessment	10,000
Total				10,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

City of Port Angeles stormwater assessment unexpectedly increased 103% from 2023. Addition General Fund support is needed to cover this increased expense. (1 of 2)

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

45

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/22/2023 ✓

Budget Hearing/Meeting Date: 5/28/2024 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.831 ✓	Budget Name	NonDept – Indigent Defense ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance ✓	✓19,000
Total				19,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.831 ✓	NonDept – Indigent Defense ✓	51591.41.0140 ✓	Civil Contempt/Paternity ✓	19,000
Total				19,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding for Superior Court Conflict Attorney services provided in 2023 as well as the new contract for 2024.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signature]

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/22/2024

Budget Hearing/Meeting Date: 5/28/2024

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	12241.231	Budget Name	Treasurer – Land Assessment
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231	Treasurer – Land Assessment	39720.00.0010	Transfer from General Fund Reserves	10,000
Total				10,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231	Treasurer – Land Assessment	50800.00.0000	Ending Fund Balance	10,000
Total				10,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

City of Port Angeles stormwater assessment unexpectedly increased 103% from 2023. Addition General Fund support is needed to cover this increased expense. (2 of 2)

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



46

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

MAY 01 2024



Date Submitted: 5/1/2024 ✓

Budget Hearing/Meeting Date: 5/28/2024 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	12241.231 ✓	Budget Name	Treasurer – Land Assessment ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231 ✓	Treasurer-Land Assessment ✓	50800.00.0000 ✓	Ending Fund Balance ✓	13,000
Total				13,000 ✓

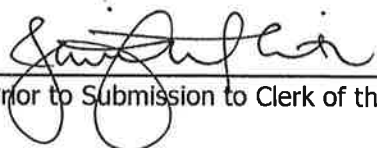
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231. ✓	Treasurer – Land Assessment ✓	51422.49.0011 ✓	Assessment Charges ✓	13,000
Total				13,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

2024 INCREASE TO CITY OF PORT ANGELES STORMWATER FEES FOR COUNTY OWNED PARCELS. INCREASE RATES AND VALUES WERE NOT PROVIDED TO THE TREASURER IN ORDER TO ANTICIPATE THIS INCREASE.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)


Ethel

APR 24 2024

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/24/24 ✓

Budget Hearing/Meeting Date: 5/28/24 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.333 ✓	Budget Name	DCD Permit Center ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserve ✓	50800.00.0000 ✓	Ending Fund Balance ✓	3575
Total				3575 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.333 ✓	DCD Permit Center ✓	55850.31.0015 ✓	Books ✓	3575
Total				3575 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Due to uncertainty concerning when the State Building Code Council would implement the 2021 International Codes, DCD did not purchase Code Books in 2023 as they were budgeted to do because the State was still delaying implementation. It has now been passed.

County Official Approval: Bruce W. Emery
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

A handwritten signature in black ink, appearing to be "Bruce W. Emery".

APR 25 2024

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/26/2024

Budget Hearing/Meeting Date: 5/28/2024 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	50701.461 ✓	Budget Name	HR – Unemployment Compensation ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50701.461 ✓	HR – Unemployment Compensation ✓	50800.00.0000 ✓	Ending Fund Balance ✓	40,000 ✓
Total				40,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50701.461 ✓	HR – Unemployment Compensation ✓	51771.20.0040 ✓	Unemployment Compensation ✓	40,000
Total				40,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Requesting additional funding for unanticipated increase in unemployment compensation costs.

County Official Approval: Tom B...
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signature]

APR 30 2024

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/30/24 ✓ Budget Hearing/Meeting Date: 5/28/24 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx. 11301.511 ✓ **Budget Name** HHS – Health & Human Services Operations ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	50800.00.0000 ✓	Ending Fund Balance ✓	65,000
Total				65,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	59462.64.0010 ✓	Machinery & Equipment ✓	65,000
Total				65,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

This budget emergency is to reallocate FPHS – FOUNDATIONAL PUBLIC HEALTH SERVICES COMMUNICATIONS funding to the machinery and equipment category for the purchase of 3 copy machines.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

52

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/30/2024 ✓

Budget Hearing/Meeting Date: 5/28/2024 ✓

- Supplemental Appropriation – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ Debatable Emergency – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- Non-debatable Emergency – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- Budget Revision – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- Budget Reduction – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19925.291	Budget Name	NonDept – Hotel/Motel Tax
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	508000.00.0000 ✓	Ending Fund Balance ✓	480,000
Total				480,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19925.291 ✓	NonDept – Hotel/Motel Tax ✓	55730.49.0230 ✓	Unanticipated Projects ✓	480,000
Total				480,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:
Additional funds needed for Resolution 40, 2024 Board-approved Lodging Tax applications.

County Official Approval: Esule
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Effie