



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, May 10, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County has moved Phase 3 of the Healthy Washington Roadmap to Recovery Plan. To be in compliance with the Healthy Washington Roadmap to Recovery Plan the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must wear a proper face covering and maintain six feet of physical distance between other persons.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure masking and social distancing practices are enforced and practices by all event attendees.

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

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

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

Administration – 9 a.m.

1. Calendar/Correspondence
2. Agreement with Washington Secretary of State for combined state and local voter's pamphlet

Agreement 

Public Works

3. Notice of hearing to be held Tuesday, June 15, 2021 at 10:30 a.m. for proposed vacation of County sewer line easement near Sekiu Airport Road

Notice of hearing 

Board of Commissioners

4. Discussion regarding Equity Agenda and Resolution of Clallam County Condemning Discrimination

Discussion 

5. Discussion regarding State Forestlands – Sustainable Harvest Unit – Clallam County

Discussion 

6. Letter of support for Marine Resources Committee (1c)*

Letter of Support 

Community Development

7. Agreement amendment 2 with Environmental Science Associates for SMP Periodic Review and SMP amendment

Agreement amendment 2 

8. Federal Emergency Management Agency Flood Maps workshop update – 10:30 a.m.

FEMA workshop update 

Budget

9. Discussion on proposed budget reductions to be considered on May 25 (5a)*

Discussion 

10. Discussion of proposed supplemental appropriations to be considered on May 25 (5b)*

Discussion 

11. Discussion of proposed budget emergencies to be considered on May 25 (5c)*

Discussion 

General Discussion/Items for Future Agendas

- A. Emergency Operation Center discussion (May TBD)
- B. Quarterly reports - NODC, CIE, SBDC and EDC (June 7 at 9 a.m.)
- C. Charter Review Recommendation follow-up meeting (June 14)
- D. Department of Natural Resources quarterly report (June 21 at 1 p.m.)
- E. Noise Ordinance (TBD)

EXECUTIVE SESSION

The Board may recess into Executive Session to consider employment or dismissal of personnel, to

review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

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



AGENDA ITEM SUMMARY

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

2
5/10/21

Department: Auditor Elections

WORK SESSION ☒ Meeting Date: May 10, 2021

REGULAR AGENDA ☒ Meeting Date: May 18, 2021

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 100221.21.02

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: In 2015 we entered into an Intergovernmental Agreement, for producing and distributing a Combined State and Local Voters' Pamphlet for each General Election, between Clallam County and the Secretary of State. The current agreement will expire June 30, 2021. The proposed agreement will continue the previous agreement and will extend the terms for five continuous years through June 30, 2026.

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

Recommended action: The Board needs to approve the agreement, in order remain compliant with State election law, to print and distribute a LVP for the Primary.

County Official signature & print name: _____ Shoona Riggs

Name of Employee/Stakeholder attending meeting: _____ Shoona Riggs, Susan Johnson

Relevant Departments:

Auditor's Office/Elections _____

Date submitted: May 5, 2021

* 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)

LAR 21-148

LEGAL ACTION REQUEST (Contract # 100221.21.02
FOR CLALLAM COUNTY PROSECUTING ATTORNEY

DEPARTMENT: Auditor DATE: April 15, 2021

Legal action requested or question you desire to be answered:

Please review the Intergovernmental Agreement for Combined State and Local Voters' Pamphlet between Clallam County and the Secretary of State. The current agreement will expire June 30, 2021. If everything looks good, please stamp and approve as to form on all three copies of the agreement. Per our conversation, please also let me know if the County Administrator can sign this agreement or if I should put it on a Worksession to have the BOCC review and sign. BOCC must sign. See Policy 560.4.4

If you have any questions please contact me, my extension is 2222.

If request is for contract review:

- Is this for a subcontract under a grant or other contract for private, state or federal funding? Yes [] No [X]
- Have you previously submitted subcontracts under the grant or contract for review? Yes [] No [X]
- If both responses are "yes," identify:
Granting/contracting entity:
Grant/contract number:
Date of grant/contract: _____
- If the first is answered "yes" and the second "no," please provide a copy of the grant or contract.

Legal action needed by: April 28, 2021
(date)

Please attach any materials necessary or helpful to the attorney in accomplishing this request.

Snoona Rini
Official Requesting Action Ext. 2222

PROSECUTING ATTORNEY USE ONLY:

Referring Dept. Auditor
Date Received 4/16/2021
Opinion Rendered 4/27/2021
Reviewed by DSK _____

RECEIVED

APR 16 2021

PROSECUTING ATTORNEY

560.4.4 - Intergovernmental Agreements
County official can't sign

**INTERGOVERNMENTAL AGREEMENT FOR COMBINED
STATE AND LOCAL VOTER'S PAMPHLET**

This intergovernmental agreement (the "Agreement") is entered into between the State of Washington, Secretary of State (the "Secretary") and the Clallam County Auditor ("County").

WHEREAS, the Secretary is authorized by RCW 29A.32.010 to publish and distribute a Voters' Pamphlet statewide and the County is authorized by RCW 29A.32.210 to adopt ordinances authorizing publication and distribution of a local Voters' Pamphlet, and

WHEREAS, Chapter 39.34 RCW authorized governmental entities to enter into agreements for the joint and cooperative exercise of their respective authorities, and

WHEREAS, the production and distribution of combined state and local Voters' Pamphlets enhances voter knowledge and reduces production and distribution costs.

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. PERIOD OF PERFORMANCE

The Period of Performance under this Agreement shall be from the date of execution (the "Effective Date") through June 30, 2026, unless otherwise terminated as provided herein.

2. DUTIES

A. Participating Jurisdictions, in cooperation with the Secretary, will publish and distribute combined General Election Voter's Pamphlets.

B. The Secretary and the County will each be responsible for completion of their specific duties no later than is required for publication of the Voter's Pamphlets by the Secretary.

C. The Secretary and the County will each comply with their own administrative rules regarding publication of Voters' Pamphlets.

D. The Secretary will:

1. Specify the format and layout information contained in the combined Voters' Pamphlet;
2. Identify specifications and deadlines for submission of County material;
3. Prepare bid specifications for printing solicitation including typesetting, composition, preparation of negatives, publication and distribution by mailing;
4. Provide copies of bid specifications to participating jurisdictions in a timely manner;
5. Solicit and award printer bids; and
6. Exercise editorial control over all information to be published in the combined Voters' Pamphlet.

E. The County will:

1. Determine the contents of the local portion of the Pamphlet, subject to editorial control by the Secretary; and
2. Determine the composition and typesetting of the local portion of the Pamphlet, according to format specifications set by the secretary.

3. CONTENT OF VOTERS' PAMPHLETS

The pamphlet shall contain all of the information and elements required by law for both the statewide and local Voters' Pamphlets. The Secretary may also allow inclusion of non-mandatory information. Contents may include the following:

- A. The official and legal identification of each statewide measure by serial designation or number;
- B. The full text of each statewide measure;
- C. A statement prepared by the attorney general explaining the law as it presently exists for each statewide measure;
- D. A statement prepared by the attorney general explaining the effect of each proposed statewide measure if it becomes law;
- E. The fiscal impact statement for each statewide measure;
- F. The total number of votes cast for and against a statewide measure in the senate and house of representatives, if the measure has been passed by the legislature;
- G. An argument advocating the voters' approval of a statewide measure together with any statement in rebuttal of the opposing argument, followed by the names of the committee members who submitted the argument;
- H. An argument advocating the voters' rejection of a statewide measure together with any statement in rebuttal of the opposing argument, followed by the names of the committee members who submitted the argument;
- I. Two-page advisory notes for each statewide measure;
- J. Front and back cover, table of contents, and introduction;
- K. A list of jurisdictions that have measures or candidates in the Pamphlet;
- L. Sample ballot or voters checklist;
- M. Description of the office of precinct committee officer and its duties;
- N. General voting and election information including election laws, description of the campaign process, and voter participation options;
- O. Name, address, and telephone number of each political party with candidates in the pamphlet;
- P. Address and telephone number of the Public Disclosure Commission, as well as a summary of requirements for contributions to candidates and political parties, and an explanation of federal income tax credits and deductions available to persons who make such contributions;
- Q. The statement and photograph of each applicable state, city, county, and participating district candidate qualified to be included;
- R. Voter Registration information;
- S. Absentee ballot request form and application instructions;
- T. The text of each local government measure accompanied by an explanatory statement prepared by the prosecuting attorney for any county measure or by the attorney for the jurisdiction submitting the measure if other than a county measure. All explanatory statements for city, town, or district measures not approved by the attorney for the jurisdiction submitting the measure shall be reviewed and approved by the county prosecuting attorney or city attorney, when applicable, before inclusion in the pamphlet;
- U. The arguments for and against each local government measure, submitted by committees selected pursuant to RCW 29A.32.280;
- V. For local partisan primary elections, information on how to vote the applicable ballot format and an explanation that minor party candidates and independent candidates will appear only on the general election ballot;
- W. Governmental organization information;
- X. General campaign finance information;
- Y. Maps; and
- Z. Other permissible material approved by the Secretary.

4. **APPORTIONMENT OF COSTS**

- A. Participating Jurisdictions

Each county that has a current agreement with the Secretary for production of a combined state and local Voters' Pamphlet will be paid by the participating jurisdiction to which that material is attributable, unless prior written agreement is obtained from the Secretary's authorized representative.

B. Composition Costs

The typesetting and composition costs for each edition of the combined state and local Voters' Pamphlets will be paid by the participating jurisdiction to which that material is attributable in each edition unless specific arrangements are made with and agreed to in writing by the Secretary.

C. Production and Distribution Costs

The production and distribution costs of the combined state and local Voters' Pamphlet shall be apportioned to and paid by each participating jurisdiction as follows:

1. For each edition distributed wholly or partially within the jurisdiction, determine (a) the number of pages in that edition attributable to each of the participating jurisdictions, and (b) the cost of production and distribution for that edition;
2. For each edition, determine the total cost of each page by dividing total cost of the edition (step 1(b)) by the number of pages in that edition;
3. For each participating jurisdiction included within an edition, multiply the total pages attributable to that jurisdiction (step 1 (a)) by the cost per page for that edition; and
4. For each participating jurisdiction, fifteen percent will be added to the direct cost total to cover "indirect cost" or overhead.

D. Errors and Omissions

The cost of additional composition, production, or distribution due to error or omission shall be paid by the party responsible for the error or omission. The Secretary will determine the amount of additional costs.

E. Deadlines

Timely submission of material, pursuant to the specifications and deadlines established by the Secretary, is essential to the efficient and cost-effective production of the combined Voters' Pamphlet. Time is of the essence as to all deadlines established by the Secretary. Any party submitting materials after the deadline shall be responsible for all additional costs caused by that delay, as determined by the Secretary.

F. Billing and Payment.

The Secretary will bill the County its share of costs as a participating jurisdiction using the above formula. The County shall make payment to the Secretary within thirty (30) calendar days of receipt of the billing.

4. AUTHORIZED REPRESENTATIVES

The following individuals are responsible for the administration of the agreement between the Office of the Secretary of State and Clallam County

- | | | |
|----|------------|---|
| A, | Secretary: | Stuart Holmes
Office of the Secretary of State
PO Box 40229
Olympia, Washington 98504 |
| B. | County: | Shoona Riggs, Clallam County Auditor

Clallam County Auditor's Office
223 E 4th Street Suite #1
Port Angeles, Washington 98362-3026 |

5. **TERMINATION**

A. This Agreement may be terminated by either party with one-hundred-twenty (120) calendar day written notice to the other party's authorized representative. The County shall be liable only for its share of costs relating to Voter's Pamphlet costs incurred prior to the effective day of termination.

B. The County acknowledges that the purpose, scope, and execution of this Agreement cannot in any way delay or interfere with the production of a combined Voters' Pamphlet. Should the County breach any of the terms, conditions or deadlines contained herein, the Secretary shall have the right of immediate termination of this Agreement and the right to charge the County with its pro rata share of the costs to the date of termination.

C. This Agreement may be terminated immediately by the Secretary or the County if funding necessary for future performance of a party's obligations under the Agreement is withdrawn by that party's source of funding, subject to payment of any costs already incurred.

D. The County may choose to opt out of this Agreement one year at a time. The annual opt out requires written notification by the County to OSOS prior to the first day of candidate filing week in that year.

6. **WAIVER**

Waiver of any default may only be in writing and shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the parties to this Agreement, and attached to the original Agreement.

7. **ENTIRE UNDERSTANDING**

This Agreement sets forth the entire understanding of the parties and may be modified only by written instrument duly executed by each party.

8. **GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. This Agreement shall also be subject to the ordinances, codes and other laws of the County.

9. **VENUE**

Jurisdiction and venue for all actions to enforce the terms of this Agreement or to obtain redress for any damages resulting from a breach thereof, shall be in the Thurston County Superior Court for the State of Washington.

10. **HEADINGS**

The headings of the various sections of this Agreement have been inserted for convenience and reference only and shall not be deemed part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OFFICE OF THE SECRETARY OF STATE

CLALLAM COUNTY

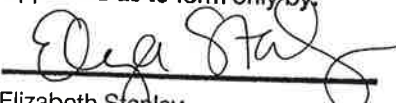
Mark Neary
Assistant Secretary of State

Date

Print Name _____
Title _____

Date

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

3
5/10/21



AGENDA ITEM SUMMARY

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

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date:** May 10, 2021

REGULAR AGENDA ☒ **Meeting Date:** May 18, 2021

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The County needs to vacate an existing sewer easement that has been replaced with a new sewer easement in Angler's Hideaway at Sekiu Airport.

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?)

That the Commissioners review, approve and sign the resolution calling for a public hearing on May 15th.

County Official signature & print name: Mary Peterson for Ross Tyler, P.E.

Name of Employee/Stakeholder attending meeting: Linda Capps

Relevant Departments: Roads

Date submitted: 05/05/2021

* 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)



CR RESOLUTION ___, 2021

CALL FOR HEARING ON THE PROPOSED VACATION OF A COUNTY SEWER LINE
EASEMENT NEAR SEKIU AIRPORT ROAD

BE IT RESOLVED, the Clallam County Board of Commissioners:

1. Hereby declares its intent to vacate and abandon a sewer line easement described as follows:

That portion conveyed to Clallam County by easement from Ernest M. Lackman under Auditors File No. 451744 dated March 8, 1976 excepting any portion conveyed to Clallam County by easement from Angler's NW, LLC under Auditor File No. 2021-1413857 dated March 9, 2021 being a portion of Section 13, Township 32, Range 13.

Situate in Clallam County, State of Washington.

2. Instructs the County Engineer to examine the above described sewer line easement and to report his opinion as to whether the sewer line easement should be vacated and abandoned, whether the sewer line easement is in use or has been in use, the condition of the sewer line easement, whether it will be advisable to preserve it for the county road system in the future, whether the public will be benefited by the vacation and abandonment, and all other facts, matters, and things which will be of importance to the board, prior to the public hearing date set below.
3. Instructs publication, posting, and notification procedures be followed as per RCW 36.87.
4. Sets a public hearing to consider the vacation request, to be held in the Commissioners' Meeting Room, Room 160, Clallam County Courthouse, 223 E. 4th Street, Port Angeles, Washington, on Tuesday June 15, 2021, at 10:30 a.m.

PASSED AND ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias , Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

PLEASE PUBLISH: May 21 & June 4

PLEASE BILL: Clallam County Public Works Dept.
223 East 4th Street, Suite 6
Port Angeles, WA 98362-3015

PETITION FOR VACATION AND/OR ABANDONMENT OF A SEWER EASEMENT

In the Matter of the Petition of	)	
	)	
Clallam County Road Dept, et al	)	
	)	PETITION
and others for the Vacation	)	
And/ or Abandonment of a	)	
Sewer Easement in Clallam County,	)	
Washington	)	

To the Board of County Commissioners of Clallam County, Washington:

We, the undersigned freeholders of Clallam County, State of Washington, do petition that the following described County sewer easement be vacated and abandoned viz:

THAT PORTION CONVEYED TO CLALLAM COUNTY BY EASEMENT FROM THE ERNEST M. LACKMAN UNDER AUDITORS FILE NUMBER 451744 DATED MARCH 8, 1976 EXCEPTING ANY PORTION CONVEYED TO CLALLAM COUNTY BY EASEMENT FROM ANGLER'S NW, LLC UNDER AUDITORS FILE NUMBER 2021-1413857 DATED MARCH 9, 2021 BEING A PORTION OF SECTION 13, TOWNSHIP 32, RANGE 13.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

Your petitioners respectfully represent and allege that the sewer easement is useless as a part of the sewer system and the public will be benefited by its vacation and abandonment, and that all of your petitioners are freeholders residing in said County, wherefore your petitioners pray for the vacation and abandonment of said sewer easement, as provided by law pursuant to Chapter 36.87 RCW.

ADDRESS

Principal Petitioner

Vacation Petition

451744

01735

SEWER LINE EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor.....

ERNEST M. LACKMAN

hereby grant S. and convey S. to the Grantee CLALLAM COUNTY

h. successors and assigns, the right, privilege and authority to construct, improve, repair and maintain A SEWER LINE EASEMENT

across, over and upon the following land, located in CLALLAM County, State of Washington, to-wit:

A 10 foot permanent easement for sewer line lying 5 feet on either side of the following described center line with an additional 15 foot temporary easement for construction lying on either side of the permanent easement said temporary easement to revert back to the owner upon completion of said construction:

CENTERLINE DESCRIPTION: Commencing at Station 11 + 95 (N.H. S.O.), thence North 12 degrees West approximately 164 feet to the Southerly boundry of the Port of Port Angeles Airport (Tax 5100), all being in the Southeast Quarter of the Southeast Quarter of Section 13, Township 32 North, Range 13 West, Wm.

The Grantor shall make no use of the land occupied by said

except for

In exercising the rights herein granted, the Grantee and his successors and assigns, may pass and repass over said easement and

may cut and remove brush, trees and other obstructions which in the opinion of the Grantee interfere with sewer line

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

The center line of said Easement shall be parallel with, and not more than feet distant on either side from, a principal center line across said land, as above stated.

County Land Dept

1976 MAR - 3 PM 12:29

456 122

b. B. B. B.

451744

[Signature]



In Witness Whereof, The said Grantor S. has S. executed this instrument the 127 day of March 1976

[Signature]

WHEN RECORDED RETURN TO
Clallam County Public Works Department

NO. 125755
CLALLAM COUNTY
TRANSACTION EXCISE TAX 645.13
DATE
PAID MAR 09 2021
AMOUNT \$ 2508.00
CLALLAM COUNTY TREASURER
BY M. Orsborn, Dep.

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into as of 2/10, 2021 by and between **Angler's NW, LLC** ("Grantor") and **CLALLAM COUNTY**, a political subdivision, by and through its **Public Works Department** ("Grantee").

Recitals

A. Grantor is the current owner of that certain real property located in Clallam County, Washington identifiable as Tax Parcel No. 133213510000 (the "**Burdened Property**").

B. Grantee has requested a permanent easement for the purposes of construction and maintenance of a sanitary sewer system, including pipes, pumps, manholes, building service laterals other appurtenant facilities in, over, across and through those certain and limited portions of the Burdened Property more particularly described as follows (the "**Easement Area**"):

Bearings and distances used for this easement are based on the Washington State Coordinate System, North Zone, Datum of 1983, 1991 adjustment as shown on Vol. 39 of Surveys, Pg. 24, records of Clallam County, WA.

Commencing at the Southeast Corner of Section 13, Township 32 North, Range 13 West, W.M. said point also being Clallam County Geodetic point # 13322411 as shown on Vol. 39 of Surveys, Pg. 24, records of Clallam County, WA.;

Thence N 52° 30' 04" W a distance of 424.69 feet to a point on the westerly right of way for Sekiu Airport Rd. and beginning of this description;

Thence N 63° 13' 17" W a distance of 59.28 feet;

Thence N 07° 28' 12" E a distance of 147.01 feet to a point on the north parcel line of the Bayview Mobile Home & Recreational Vehicle Park, Vol. 11 of Plats, Pg. 78, records of Clallam County, WA.;

Thence S 77° 00' 21" E along said north parcel line a distance of 30.14 feet;

Thence S 07° 28' 12" W a distance of 122.83 feet;

Thence S 63° 13' 17" E a distance of 37.20 feet to a point on the westerly right of way for Sekiu Airport Rd. and beginning of a curve to the left along said right of way; said curve has a central angle of 07°47'13", a radius of 220.99 feet and a length of 30.03 feet which terminates at the beginning of this description.

Situate in the County of Clallam, State of Washington.

C. Grantor is willing to grant such easement upon the terms and conditions set forth in this Agreement.

D. Grantor or any subsequent owner of the Burdened Property is hereafter referred to as the "**Burdened Owner**", and Grantee and its successors and assigns are hereafter referred to as the "**Benefitted Owner**."

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Easement.** For and in consideration of the sum of **TWO THOUSAND FIVE HUNDRED EIGHT DOLLARS Dollars (\$2,508.00)** and other valuable consideration, the receipt and sufficiency of which his hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee an exclusive easement in, over, across and through the Easement Area for the

purposes of construction and maintenance of a sanitary sewer system, including pipes, pumps, manholes, building service laterals other appurtenant facilities (the "**Easement Facilities**"). The permitted use of the Easement Area is referred to herein as the "**Easement Uses**." Following completed construction of the Easement Facilities, Grantee's right to access and use the Easement Area shall be solely for maintenance and repair of the Easement Facilities and shall be subject to the notice requirements of Section 2(b) below.

2. **Construction, Maintenance and Repairs.**

a. **Construction of Easement Facilities.** All expenses and costs for the construction of the Easement Facilities shall be borne by the Benefitted Owner. Grantee agrees that after such construction, Grantee shall repair or cause to be repaired any and all damage done to the Burdened Property and Easement Area.

b. **Maintenance and Repairs.** The Benefitted Owner shall periodically inspect, maintain, repair, reconstruct, and replace the Easement Facilities to insure the safe, lawful and reasonable operation of such Easement Facilities. All costs and expenses for such inspection, maintenance, repair, reconstruction, and replacement of the Easement Facilities shall be borne solely by the Benefitted Owner. The Benefitted Owner shall give the Burdened Owner at least five (5) days prior written notice reconstruction, removal, replacement, ~~inspection~~, repair, or maintenance of the Easement Facilities or on the Easement Area except in the event of a bona fide emergency, in which event whatever notice is reasonable under the circumstances shall be given. Any laying down, location, construction, reconstruction, removal, replacement, ~~inspection~~, repair, or maintenance of the Easement Facilities or on the Easement Area by the Benefitted Owner shall be performed in a manner which, to the extent reasonable under the then existing circumstances, minimizes disruption to the Burdened Property and Burdened Owner's operations on the Burdened Property.

3. **Term.** This Agreement shall continue in full force and effect from its recording date in perpetuity, unless this Agreement is amended, modified or terminated by an agreement executed, acknowledged and recorded by the Burdened Owner and Benefitted Owner.

4. **Damage to Easement Area or Burdened Property.** If the Benefitted Owner should damage or destroy any portion of the Easement Area or Burdened Property, the Benefitted Owner shall, at the election of the Burdened Owner, either (a) repair, reconstruct or replace such damaged or destroyed portion of the Easement Area or Burdened Property (at the Benefitted Owner's sole cost and expense) or (b) reimburse such party upon demand for all reasonable costs and expenses actually incurred by such party in repairing, reconstructing or replacing such damaged portion of the Easement Area or Burdened Property, as applicable.

5. **Indemnification.** The Benefitted Owner agrees to indemnify, defend and hold the Burdened Owner and its respective officers, directors, shareholders, partners, members, managers, affiliates, employees, representatives, agents, invitees, mortgagees, successors and assigns harmless from and against any and all claims, actions, causes of action, demands, damages, costs, liabilities, losses, judgments, expenses or costs of any kind or nature whatsoever (including, without limitation, attorney's fees) by reason of property damage, death or injury to persons arising from or relating to the indemnifying party's laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Easement Facilities or on the Easement Area.

6. **Binding Effect and Governing Law.** This Agreement and all covenants and restrictions contained herein shall, to the fullest extent permitted by law and equity and without regard to technical classifications or designations, be deemed to be covenants running with the land of the Burdened Property, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

7. **Entire Agreement.** This Agreement, including the recitals, which are incorporated herein by this reference, constitutes the entire agreement between the parties with respect to the grant of easement hereunder.

8. **Amendments.** This Agreement may be amended, modified, or supplemented only by a written document executed by all of the parties hereto (or their successors and assigns).

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

GRANTOR

ANGLER'S NW, LLC
a Washington limited liability company

By: _____

Its: Owner

STATE OF WASHINGTON)

) ss.

COUNTY OF CLALLAM)

I certify that I know or have satisfactory evidence that **RYAN TUCKER** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the **owner and managing member** of **Angler's NW LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 10th day of February, 2021.

Ande Cayna

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 5/31/2022





AGENDA ITEM SUMMARY

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

4
5/10/21

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 5-10-21

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Executive summary:

Clallam County Equity Agenda

After discussion with the BOCC in 2020, Comm. Ozias has been working on a revised Clallam County Equity Agenda (and accompanying Resolution) that attempts to capture the spirit, language and direction that was provided during the course of previous discussion. Today we will review the Equity Agenda and the Resolution for feedback, ideas, concerns and next steps.

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

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

Review the Equity Agenda and the Resolution for feedback, ideas, concerns and next steps.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners and all County Departments

Date submitted: March 26, 2021

* 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 _____, 2021

A RESOLUTION OF CLALLAM COUNTY
CONDEMNING DISCRIMINATION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. That the Board of Commissioners stands in favor of equity and against discrimination in Clallam County;
2. That the United States of America is founded on the principle of equal rights and protection for all citizens;
3. That it is the civic duty and responsibility of every citizen to protect the civil rights, safety and security of individuals or groups that have been historically and remain subject to harassment, oppression, discrimination and violence;
4. That it is time to publicly voice our opposition to words and deeds that promote prejudice, hatred, harassment and violence towards any citizen as a violation of our community values; and
5. That the board of Commissioners urges civic organizations, governmental organizations, private groups and all residents to join together in condemning hatred, promoting equality and supporting civil rights.

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

1. The Board of Commissioners condemns discrimination in Clallam County.
2. That all residents of Clallam County are entitled to equal civil rights; that hate, bigotry and violations of civil rights be opposed by all and that we recognize and celebrates the ethnic, racial, cultural, religious and social diversity of our community.
3. That Clallam County will prosecute to the full extent of applicable laws any person violating the policy adopted in this resolution.

PASSED AND ADOPTED this xxx day of May, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Clallam County Equity Agenda

April 2021

Purpose

Equal opportunity is the bedrock of American democracy and our diversity is one of our country's greatest strengths. However, entrenched disparities in the law and public policies, and in public and private institutions, have often denied that equal opportunity to individuals and communities.

We therefore recognize that as a public institution Clallam County should pursue a comprehensive approach to advancing equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. Affirmatively advancing equity, civil rights, racial justice, and equal opportunity is the responsibility of the whole of county government.

Because advancing equity requires a systematic approach to embedding fairness in decision-making processes, every county department must recognize and work to redress inequities in their policies and programs that serve as barriers to equal opportunity.

Defining Equity

Equity means the consistent and systematic fair, just, and impartial treatment of all individuals, including Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; and persons otherwise adversely affected by persistent poverty or inequality.

Equity in Clallam County may be viewed in a variety of ways, including but not limited to:

- Potential barriers that underserved communities and individuals may face to fully utilize county services, programs and departments;
- Potential barriers that underserved communities and individuals may face to accessing employment opportunities with the county;
- Whether new policies or County Ordinance may be necessary to advance equity throughout county government; and
- Whether sufficient institutional resources are available to those that are responsible for advancing civil rights or whose mandates specifically include serving underrepresented or disadvantaged communities.

Action Item Examples

- Support department heads and elected officials in a process to review access to county services and programs; work with the team to prioritize and implement recommendations
- Review management and leadership training practices to ensure that underserved communities and individuals who have traditionally been marginalized are being given equal support and access
- Support the Sheriff and appropriate oversight committees to review the implementation of I-940, which instituted sweeping law enforcement reforms statewide
- Support the Courts and the Prosecuting Attorney to fully utilize therapeutic courts
- Work with the Board of Health to develop and implement public health policy that address health equity in terms of access to care and of health outcomes
- Work with regional economic development entities to support programs that are specifically intended to build economic wealth in minority communities

- Foster partnerships between schools and economic development entities that specifically address wealth disparity in minority communities
- Work with regional partners to maximize efforts

Next Steps

Obtain input and guidance from the BOCC (April)

Identify and empower a cross-organizational team to develop and prioritize recommendations (May – July)

Address recommendations with possible budgetary impact during budgeting process (August – October)

Identify and empower additional staff resource to develop an implementation timeline for accomplishing recommended actions (August - ?)



AGENDA ITEM SUMMARY

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

5
5/10/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 5-10-21

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Discussion on State Forestlands – Sustainable Harvest Unit – Clallam County.

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

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

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: May 3, 2021

* 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)

State Forestlands -Sustainable Harvest Unit – Clallam County

Conceptual Analysis Information Added

The following information was prepared for and at the request of the counties. The conceptual changes to volume depicted on the graphs ARE NOT decisions of the agency. This analysis information is being provided for discussion purposes only. Two graphs are included, **2015-2028 View** and **Decadal View**.

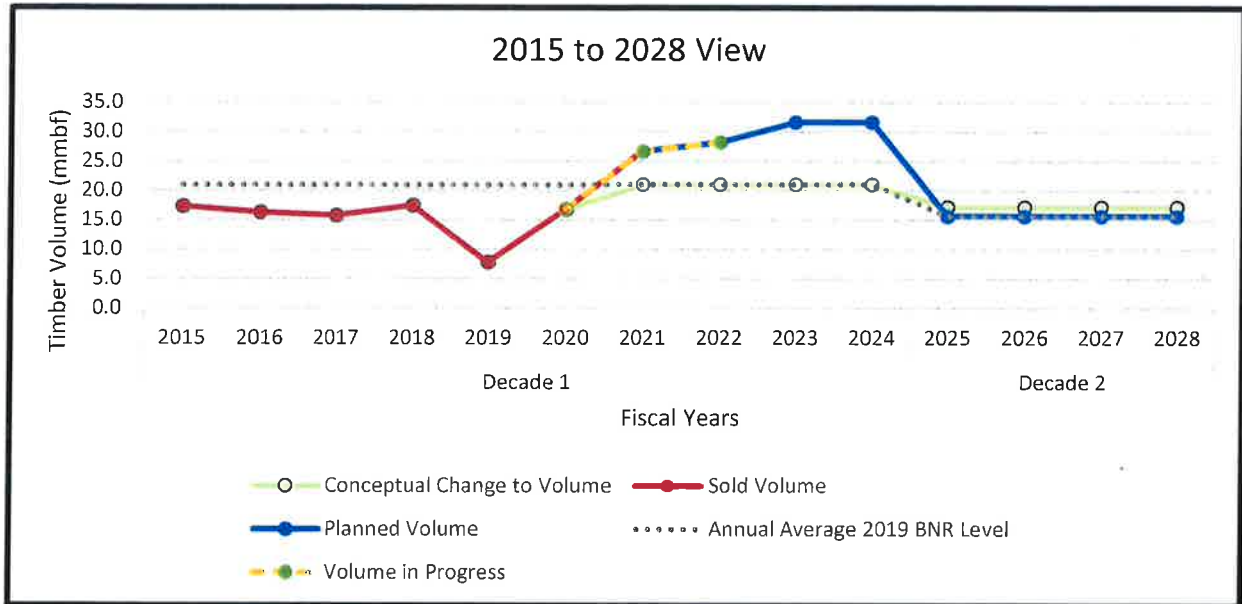


Table for 2015-2028 View - See notes for descriptions

	Fiscal Year	Sold Volume -1	Planned Volume -2	Annual Average 2019 BNR Level -3	Conceptual Change to Volume -4
Decade 1	2015	17.4		21.0	
	2016	16.3		21.0	
	2017	15.8		21.0	
	2018	17.5		21.0	
	2019	7.9		21.0	
	2020	16.8		21.0	
	2021	20.5	6.2	21.0	21.0
	2022		28.3	21.0	21.0
Decade 2	2023		31.7	21.0	21.0
	2024		31.7	21.0	21.0
	2025		15.7	15.7	17.3
	2026		15.7	15.7	17.3
	2027		15.7	15.7	17.3
	2028		15.7	15.7	17.3

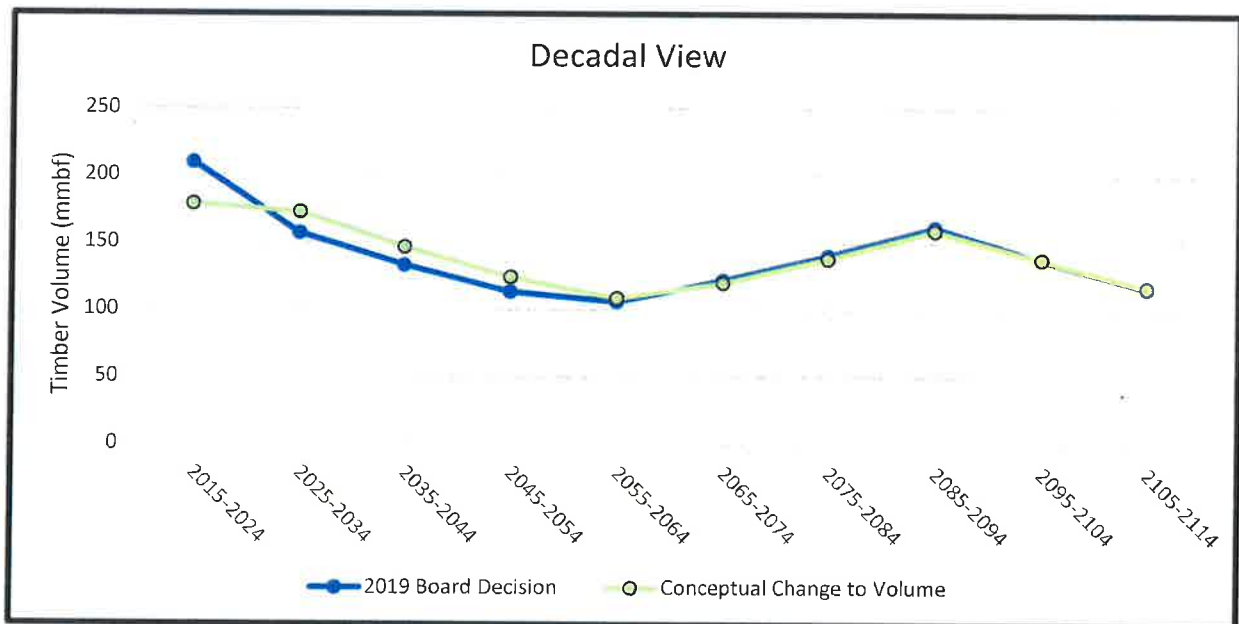
1-SOLD VOLUME represents the volume sold through March 2021. Per Board of Natural Resources Resolution 1560 riparian volume is tracked separately and does not count towards the attainment of the sustainable harvest level. However, revenue from riparian harvest volume is distributed to the trust beneficiaries.

2-PLANNED VOLUME for 2021 and 2022 includes volume scheduled for sale; 2023 and 2024 includes the remaining balance of Decade 1 volume. Decade 2 volume includes a projected FY 2025-2034 harvest

level based on the model used to calculate the 2015-24 level.

3-ANNUAL AVERAGE HARVEST LEVEL is calculated by dividing decadal volumes by 10. The 2015-2024 decadal volume is based on the level set by the Board of Natural Resources. The 2025-2034 volumes are based on harvest level projections from the model used to calculate the 2015-24 level.

4- CONCEPTUAL CHANGE TO VOLUME depicts theoretical results on the graphs; however, actual annual harvest volumes would be different. Several factors can contribute to these differences. For example, while harvest volume deliverables have been set for fiscal years 2021 and 2022, there may be timber sales with no bidders that result in harvest volume being offered for resale in subsequent fiscal years, and these sales may be potentially reconfigured. Changes have ripple effects on future fiscal years' since the remaining volume targets must be adjusted to ensure the decadal volume targets are attained. Other factors that may result in harvest volume changes include things such as: delayed approval of a timber sale, natural disasters such as wildfires and road washouts, etc. Any change to the harvest level would require Board of Natural Resources approval. If considered by the Board and approved, the timing of approval would also affect actual annual harvest volumes.



Olympic Experimental State Forest (OESF)

No conceptual changes were analyzed for the OESF. Olympic Region is planning to harvest ~15 MMBF/year (on average) on the State Forestlands located within the OESF over the next 4 years.



AGENDA ITEM SUMMARY

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

6
5/10/21
LC

Department: BOCC

WORK SESSION ☒ Meeting Date: 5-10-21
REGULAR AGENDA ☒ Meeting Date: 5-11-21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Letter of Support for the Clallam MRC:

The Northwest Strait Initiative (NWS) is pursuing ongoing federal funding at the \$3M level. If successful, we believe this could add around \$100,000 to each of the MRCs budgets while also funding other emerging NWSI programs. The Clallam MRC has been working to obtain full funding for its programmatic work and this presents a great opportunity to do so.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and MRC

Relevant Departments: Board of Commissioners

Date submitted: May 4, 2021

* 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)



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

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@co.clallam.wa.us

RICH SILL, County Administrator

File: A72

May 11, 2021

Senator Patty Murray
154 Russell Senate Office Building
Washington DC, 20510

Dear Senator Murray,

We write today to urge you to seek ongoing federal support that fully-funds the Northwest Straits (NWS) Marine Conservation Initiative at \$3 million per year. The Initiative's leadership and work is critical to the health of our marine resources in our county, and six others—a majority of counties in the Puget Sound region.

The NWS Initiative provides technical assistance, coordination, and base funding support to seven county-based Marine Resources Committees (MRC), including the Clallam County MRC. The work that MRCs do protects and restores our valuable marine resources and nearshore environment. Our county, like others, faces ongoing pressures from population growth, climate change, and habitat loss, making the contributions of MRCs more important than ever.

MRCs are made up of local volunteers who prioritize and lead restoration, monitoring and education projects and serve as advisory bodies to local elected officials like us. The MRC serves a unique role by convening a diversity of community perspectives from tribal, economic, recreational, and environmental interests to prioritize and initiate consensus-driven work which in our county has included shore bird and marine habitat monitoring, oil spill response training and biotoxin monitoring in shellfish.

Project implementation through our MRC is a cost-effective way of contributing to recovery and protection of marine resources that are important to our county residents and the local economy. Funding and support from the NWS Initiative assures we can maintain this locally driven approach to solving problems in our region.

We appreciate your ongoing commitment to the NWS Initiative and hope that we can count on your help to see that this important work will continue and be adequately funded.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

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

7
5/10/21

Department: DCD

WORK SESSION ☒ Meeting Date: 5/10/2021

REGULAR AGENDA ☒ Meeting Date: 5/18/2021

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 334-20-009-2

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County has contracted with Environmental Science Associates (ESA) regarding SMP Periodic Review and SMP Amendment. Agreement cap is \$50,000. Eagle Grant funds from Ecology reimburse the County for payments made to ESA under the Consulting Agreement.

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

NO

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

Sign amended personal service agreement for ESA.

County Official signature & print name:

Mary Ellen Winters

Name of Employee/Stakeholder attending meeting:

Dorella Clark

Relevant Departments: DCD

Date submitted: 5/5/2021

* 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
AMENDMENT 2**

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

Name: Environmental Science Associates (ESA)

Address: 5309 Shilshole Avenue NW, Suite 200
Seattle, WA 98107

Phone N^o: 206-789-9658

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

1. The end date of this Agreement shall be extended from the amended end date of 5-12-21 to 6-30-21.

The term of this Amendment shall commence on the 12th day of May 2021 and shall, unless terminated as provided elsewhere in the Agreement, end on the 30th day of June 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of May 2021.

CONTRACTOR

A handwritten signature in blue ink, appearing to read "Margaret Clancy", written over a horizontal line.

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Print name: Margaret Clancy

Title: Vice President, ESA

Date: 5/3/21 2021

Originals: BOCC
Vendor
Initiating Department

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

2a
2/2/21**PERSONAL SERVICES AGREEMENT
AMENDMENT 1**

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

Name: Environmental Science Associates (ESA)
Address: 5309 Shilshole Avenue NW, Suite 200
Seattle WA 98107
Phone N°: 206-789-9658

(hereinafter called "Contractor") and changes the following terms of the agreement entered into on September 15, 2020 (the Agreement):

1. The end date of this Agreement shall be extended from the original end date of February 12, 2021 to May 12, 2021.

All other terms and conditions of the Agreement remain in full force and effect.

The terms of this Amendment 1 shall commence on the day of February 2021 and shall, unless terminated as provided elsewhere in the Agreement, end on the 12th day of May 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 2nd day of February 2021.

CONTRACTOR:

Margaret Clancy Vice President ESA

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Date: January 15, 2021

THIS CONTRACT AMENDMENT 1 HAS BEEN
APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY ON
JANUARY 14, 2021 David Alvarez

Loni Gores, Clerk of the Board

Originals: DCD, Vendor, Initiating Department

Copies: 5



2b
9/15/20



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: Environmental Science Associates (ESA)
Address: 5309 Shilshole Avenue NW, Suite 200
Seattle WA 98107
Phone N°: 206-789-9658

(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 _____ day of _____ 20____ and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 12th day of February 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 15th day of Sept 2020.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

[Signature of Margaret Clancy]

[Signature of Mark O'Neil]
Mark O'Neil, Chair

Print name: Margaret Clancy

Title: Vice President

Date: 9/1/20, 2020

ATTEST:

[Signature of Loni Gores]
Loni Gores, Clerk of the Board

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY. MODIFICATIONS TO STANDARD CONTRACT FLXT APPROVED BY DPA ALVAREZ ON AUGUST 17, 2020

Originals: BOCC
Vendor
Initiating Department
Copies: 5



SCOPE OF WORK

CLALLAM COUNTY

COMPREHENSIVE SHORELINE MASTER PROGRAM UPDATE

Environmental Science Associates (ESA)

Background: Clallam County (the County) is currently in the process of updating its Shoreline Master Program (SMP) to comply with the procedural and substantive requirements of the state Shoreline Management Act (RCW 90.58)(SMA) and its implementing rules, including the SMP Guidelines (WAC 173-26 Part III). The County is also currently engaged in its Periodic Review of its SMP under the SMA and applicable rules promulgated under WAC 173-26-090. ESA previously assisted the County in completing several aspects of the SMP update process and was previously selected through a competitive process to serve as a consultant to the County regarding its comprehensive SMP update. ESA and the County has prepared the following scope of work to assist the County in the SMP local adoption process and its current SMP Periodic Review which ends on June 30, 2021. The scope of work includes 3 tasks, as described below. Certain of this work is based upon information that ESA created or participated in creating during its prior engagements with the County.

The following assumptions underlie all tasks:

- Unless otherwise specified, ESA will provide deliverables in electronic format only (in the form of Word documents, PDFs, and/or GIS files).
- The County will be responsible for submitting deliverables to Ecology.
- The County will be responsible for demonstrating how specific work products comply with the SMP Guidelines and completing the relevant sections of the SMP submittal checklist or Findings of Adequacy as applicable.
- County staff will handle all logistical preparations for all public meetings, forums and workshops including, but not limited to advertising, notifying participants, securing meeting rooms, and making copies of displays/handout materials.
- County staff will provide first line response to all public inquiries and requests for information.

Task 1: Assist County in Response to Ecology's Required Changes to SMP

In connection with the County's locally adopted updated SMP, ESA will assist the County in addressing Ecology's April 2020 Required Changes Item 3 (implementation of the Ocean Resources Management Act (ORMA)) and Item 9 (Lake Sutherland shoreline buffer and vegetation requirements). Where requested, ESA will provide two reasonable alternatives to address Ecology's Required Change Item 9 that the County may offer to satisfy Ecology's requirements and ESA will review and comment upon the draft ORMA provisions that may be required to be included in any updated SMP.

Assumption:

- The County will be responsible for the revisions to the locally adopted SMP that may result from Ecology's Required Changes.

Deliverable:

- Alternatives will be proposed to the County.

Schedule:

- Alternatives will be proposed to the County within 3 weeks following the receipt by ESA of Ecology's Required Changes.

TASK 2: Assisting County in GIS Mapping Requirements Under the SMP

A key step to support development of the SMP is the preparation of a shoreline inventory and characterization report (ICR) on all freshwater and marine shorelines subject to this Program. Two ICRs were prepared to cover County shorelines: 1) *Clallam County ICR for Portions of Clallam County Draining to the Strait of Juan de Fuca (March 2012)* that includes shorelines located within Water Resource Inventory Areas (WRIA) 17, 18 and 19 that are part of the Puget Sound Basin; and 2) *Clallam County WRIA 20 ICR (May 2012)* covering shorelines that are part of watersheds that drain to the Pacific Ocean. The ICRs describe the shoreline conditions in terms of their characteristics, functions, and values, and were compiled to meet the requirements in RCW 90.58.100(1) and WAC 173.26.201(2). The ICRs include a Geographic Information System (GIS) database. This GIS will link the inventory information to parcels and applicable goals, policies, and regulations, and it will be updated as additional data become available. The GIS database was also used to update the Shoreline Environment Designations (SEDs) that apply to each shoreline segment. The SEDs provide a system for managing shorelines with similar ecological characteristics and land use patterns in a similar manner.

The County shall maintain a map showing which shall be the general location and approximate extent of shorelines subject to the SMP. The County shall also maintain a Geographic Information Systems database that depicts the coordinates for locating the upstream extent of shoreline jurisdiction (that is, the location where the mean annual stream flow is at least 20 cubic feet per second). The database shall also show the approximate location of the floodplain, floodway, wetlands, feeder bluffs, landslide hazard areas, channel migration zones and other features that may have a determinant effect on the jurisdictional boundaries of the Program. The database shall show features that have been identified by local, state and/or federal agencies using the best available information. The map and database shall be used for planning purposes only. The map and database shall be updated regularly as new information is made available and the public shall have access to the information upon request.

ESA will assist the County in assuring that the GIS database contains the information as required under the SMP.

Deliverable:

- Assistance in GIS Mapping as needed and in accordance with the estimate budget for this task. This work does not include new data layers or maps or making extensive revisions to previously prepared data layers or maps.

Schedule:

- Work will be completed by February 12, 2021.

TASK 3: Coordination and Meetings

Within a week of receipt of Ecology's Required Changes, the County and ESA will hold a virtual project kick off meeting during which the County will provide input on priority changes and potential alternatives and two weeks thereafter there will be a virtual meeting between ESA and the County on GIS data needs. ESA will attend up to 2 Board of County Commissioners (BOCC) meetings/work sessions to answer questions and present background information on the SMP update. This task also includes limited coordination time between ESA and County staff in advance of the meetings.

Assumptions:

- County staff will prepare materials and presentations to BOCC with advice from ESA.
- Coordination meetings between ESA and County staff will occur over telephone or email.
- Any in-person participation of ESA staff at BOCC meetings and/or work sessions will occur consistent with COVID response social distancing and masking requirements as required by the State of Washington and ESA policy.

COMPENSATION

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

<i>Name/Position</i>	<i>Hourly Rate</i>
Margaret Clancy – Regional Director	\$275.00
Aaron Booy – Biologist III	\$150.00
Sharese Graham – Planner IV	\$150.00
Jessica Redman – Biologist III	\$130.00
Christina Hersum, Amanda Brophy, and/or James Kralj – Biologist II	\$105.00
Colin Struthers – GIS/Geospatial Services Manager	\$140.00
Melody McCart – GIS Analyst	\$105.00
Susan Bjork – Senior Project Accountant	\$120.00

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 FIFTY THOUSAND DOLLARS (\$50,000) 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 that Clallam County provides to its employees.

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

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

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

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

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

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

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

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

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, 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 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

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

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

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work. County acknowledges that its alteration or use of items produced for any purpose other than as described in this Agreement is at County's sole risk and without liability to Contractor.
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: Diane Harvey
Title: Acting Manager Code Enforcement
Address: 223 E. 4th St. Suite 5, Port Angeles, WA 98362
Telephone: 360.417.2520
E-mail: dharvey@co.clallam.wa.us
Fax: 360.417.2443

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

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

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

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, each party shall be responsible for its own 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.



AGENDA ITEM SUMMARY

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

8
5/10/21 e
1030am

Department: Community Development (DCD)

WORK SESSION ☒ **Meeting Date:** **5-10-21 @ 10:30am**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The Federal Emergency Management Agency (FEMA) is updating the Flood Insurance Rate Maps (FIRMS) for Clallam County. As part of the FIRM update, FEMA provides a 90-day regulatory appeal period. This outreach is intended to support Clallam County in informing their constituents about this map update and the process that is afforded if one has input to improve the mapping. Outreach will be provided by publishing two notices in the three local newspapers approximately 14 prior to the workshops; and by encouraging community members to visit the Story Maps links at the Clallam County home page under Current Issues or at the Clallam County Department of Community Development (DCD) quick links under FEMA Process to Update the FIRM Maps in Clallam County at <http://www.clallam.net/DCD/>. This along with the PowerPoint presentation (attached) will be the primary information that will be presented to the BOCC and PC. FEMA has been working with the Cities and County to develop this online resource and outreach process and this meeting would provide a forum for the Citizen of the County to know about the changes to the FIRM Maps.

The BOCC will be holding a workshop at 10:30 a.m. on May 10, 2021 on Zoom. Please go to <https://zoom.us/join> or by calling 253-215-8782 and then enter Meeting ID: 875 561 7844 Passcode: 12345.

The PC is conducting a virtual workshop at 6:30 p.m. on June 16, 2021 on Zoom. Please go to <https://zoom.us/join> or by calling 253-215-8782 and then enter Meeting ID: 660 165 2237 and Passcode: 12345.

Limited in-person attendance at the BOCC and PC Meetings will be allowed provided they meet Covid spacing, masking, and other requirements.

These workshops can also be viewed live or replayed afterwards at <http://www.clallam.net/features/meetings.html>

Finally, jurisdictions will also have to ensure that their flood ordinances meet state and federal requirements as part of this process.

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

Agenda Item Summary FEMA 5-10-21 Zoom.docx

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

Revised: 3-04-2019

Below is a summary of the public outreach information provided by FEMA that will be posted on the county website.

WHY ARE THE FLOOD MAPS CHANGING?

Flood risk changes over time and mapping technology has improved. The Federal Emergency Management Agency (FEMA), in cooperation with the State, County, Tribes, and other local communities, is using updated data and newer technology to create updated flood maps that more accurately represent the risk of flooding in your community. New maps help your community better understand flood risks, which allows for more informed decisions about how to protect against damage and loss.

WHAT DOES THIS MEAN FOR ME?

The new flood maps, officially known as Flood Insurance Rate Maps (FIRMs), identify areas of flood risk (high, moderate, low) and will influence financial, planning, investment, and development decisions. Owners of structures in high-risk areas will be required to have flood insurance for loans taken through federally regulated or insured lenders. We encourage anyone whose property lies in or is close to a high-risk zone to purchase flood insurance.

WHAT CAN I LEARN AT THE VIRTUAL OPEN HOUSE AND INFORMATION SESSION?

Our goal is to help residents understand the risks of living or owning property in or near a flood zone and what steps you can take to protect your home and family. At the Open House, you can:

- Learn about the flood mapping process.
- Ask about the risk to your property and learn what happens next.
- Understand flood insurance implications.
- Understand how the map revision will affect your property and community.

Engineers, flood insurance specialists, local community contacts, and other experts will be present to answer questions and provide information.

QUESTIONS?

For general information visit [Clallam County Flood Map Update Online Resource](#)

To request a map of your property, contact: PropertyIDMap@starr-team.com

To learn more about flood insurance implications: visit floodsmart.gov, contact your FEMA Flood Insurance Liaison, Scott Van Hoff at scott.vanhoff@fema.dhs.gov, or call (425) 487-4677

For more information about the engineering behind FEMA's Flood Maps, and how to submit a comment or an appeal to the maps, contact: engineering.clallam@starr-team.com

To submit a comment and/or appeal or to ask general questions not answered with the resources above, contact your community's office:

- **Unincorporated Clallam County:** Greg Ballard, Senior Planner | gballard@co.clallam.wa.us | (360) 565-2616
- **Forks:** City of Forks Planning | rodff@forkswashington.org | 500 East Division Street, Forks, WA 98331 |
- **Port Angeles:** Emma Bolin, Community Development Manager | ebolin@cityofpa.us | 321 E. 5th St. Port Angeles, WA 98362
<https://www.cityofpa.us/1046/12349/FEMA-Flood-Map-Updates?activeLiveTab=widgets>
- **Sequim:** City of Sequim Department of Community Development | buildingdept@sequimwa.gov | (360) 683-4908

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**

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

Agenda Item Summary FEMA 5-10-21 Zoom.docx

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

Revised: 3-04-2019

Recommended action: The purpose of this workshop is for information purposes only and a way for the County, Cities, Citizens, and others to be aware of FEMA's Update process to the FIRM Maps. To ensure that the public is aware of FEMA FIRM Updating process, public participation process will include the following: a Workshop with the BOCC; a workshop with Planning Commission about 1 month after the BOCC workshop; the establishment of an issue link on the county and Clallam County Home Page under Current Issues or at the DCD website about the FEMA Update to the Flood Maps; and two notices published in the county papers (PDN, Sequim Gazette, & Fork Forum) to provide an way for the citizens of this county to be made aware of the change to the FIRM.

County Official signature & print name: _____



Name of Employee/Stakeholder attending meeting: Greg Ballard, Senior Planner & Ted Perkins FEMA (Presentation)

Relevant Departments: Clallam County DCD _____

Date submitted: ~~March 24, 2021~~ May 5, 2021 (Revised)

* 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)

RiskMAP
Increasing Resilience Together



CLALLAM COUNTY, WASHINGTON

FEMA Flood Insurance Rate Map Update

May 10, 2021



FEMA

WHAT ARE THE BENEFITS OF FLOOD MAPS?



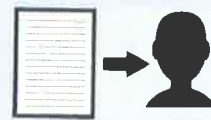
**To Identify
and Assess
the
Flood Risk**



**To Establish
Rates for
Flood
Insurance**



**To
Determine
Local Land
Use**



**To Inform
Engineers
and
Developers**



**To Equip
Emergency
Managers**

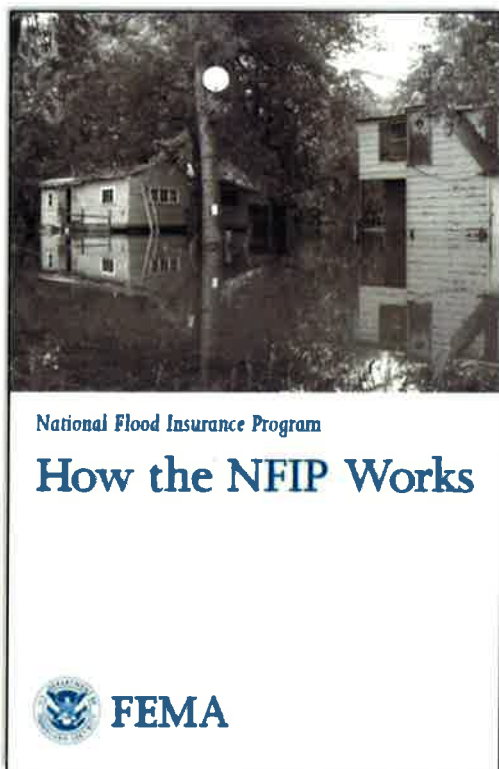
WHAT IS THE NFIP?

The National Flood Insurance Program (NFIP) aims to reduce the impact of flooding by:

- Reducing disaster costs.
- Reducing loss of life and property.
- Providing insurance to property owners, renters and businesses.
- Encouraging communities to adopt and enforce floodplain management regulations.



PURPOSE OF THE NFIP

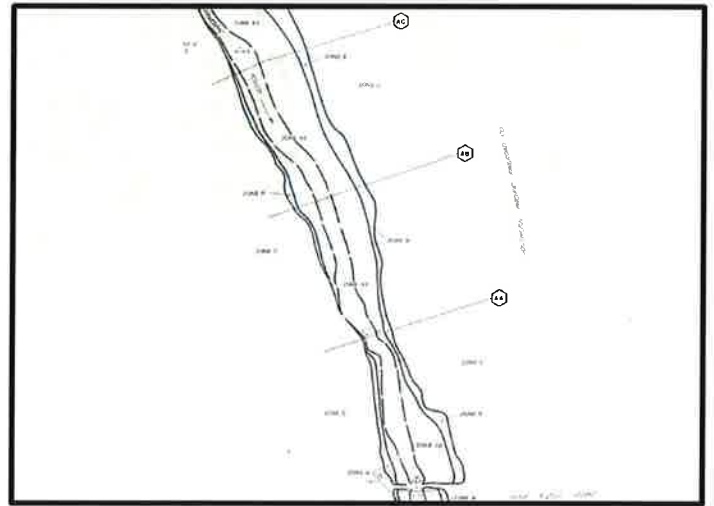


- Maps flood risk and provides flood data to communities.
- Makes flood insurance available.
- Sets minimum floodplain construction standards.
- May reduce the dependency on structural flood control.
- Promotes floodplain management practices increasing resilience.

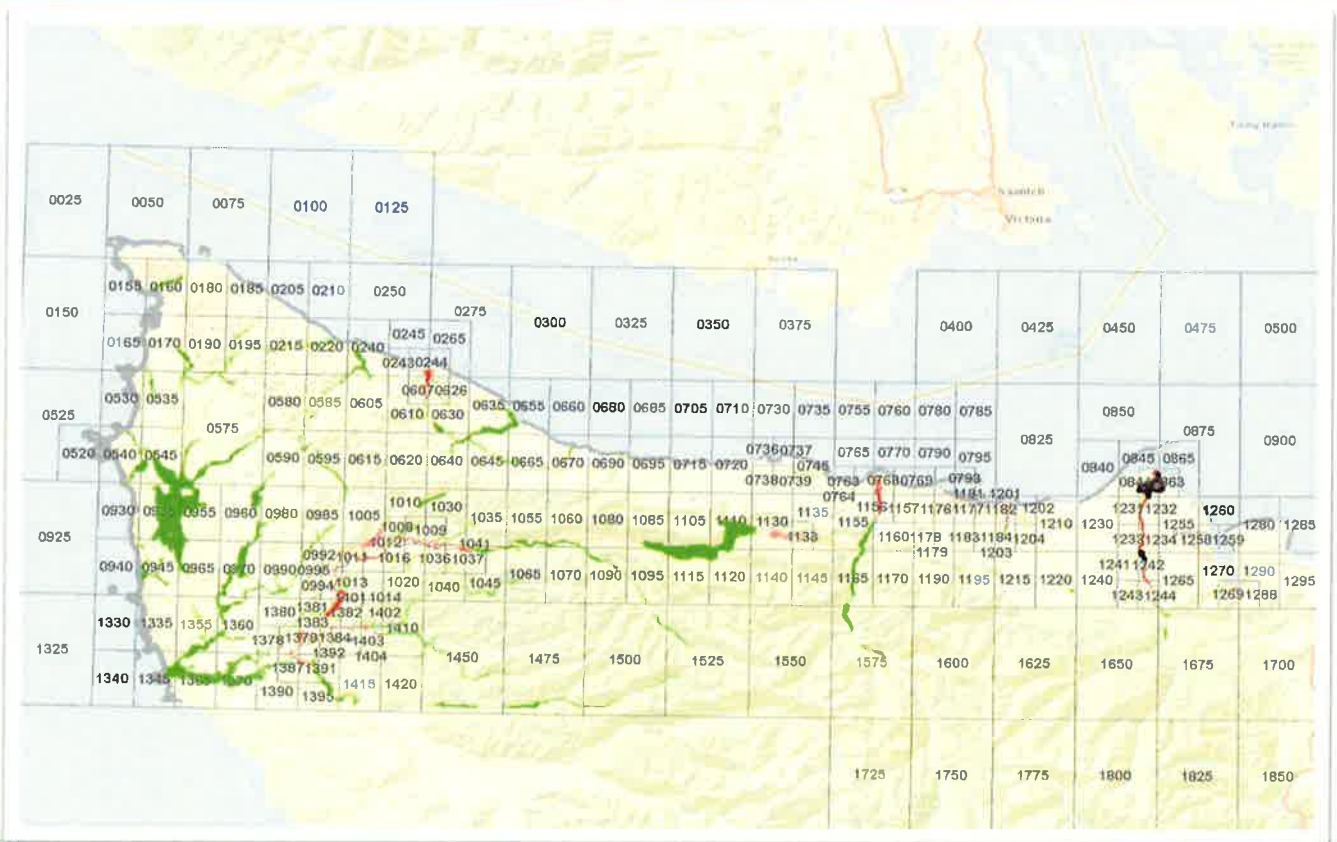
WHY ARE THE FLOOD MAPS CHANGING?

Flooding is the most costly, deadly natural hazard in the U.S., yet is highly predictable.

- 1 Flood risk changes over time.
- 2 New data and improved technology.
- 3 Updates to policies and national priorities.

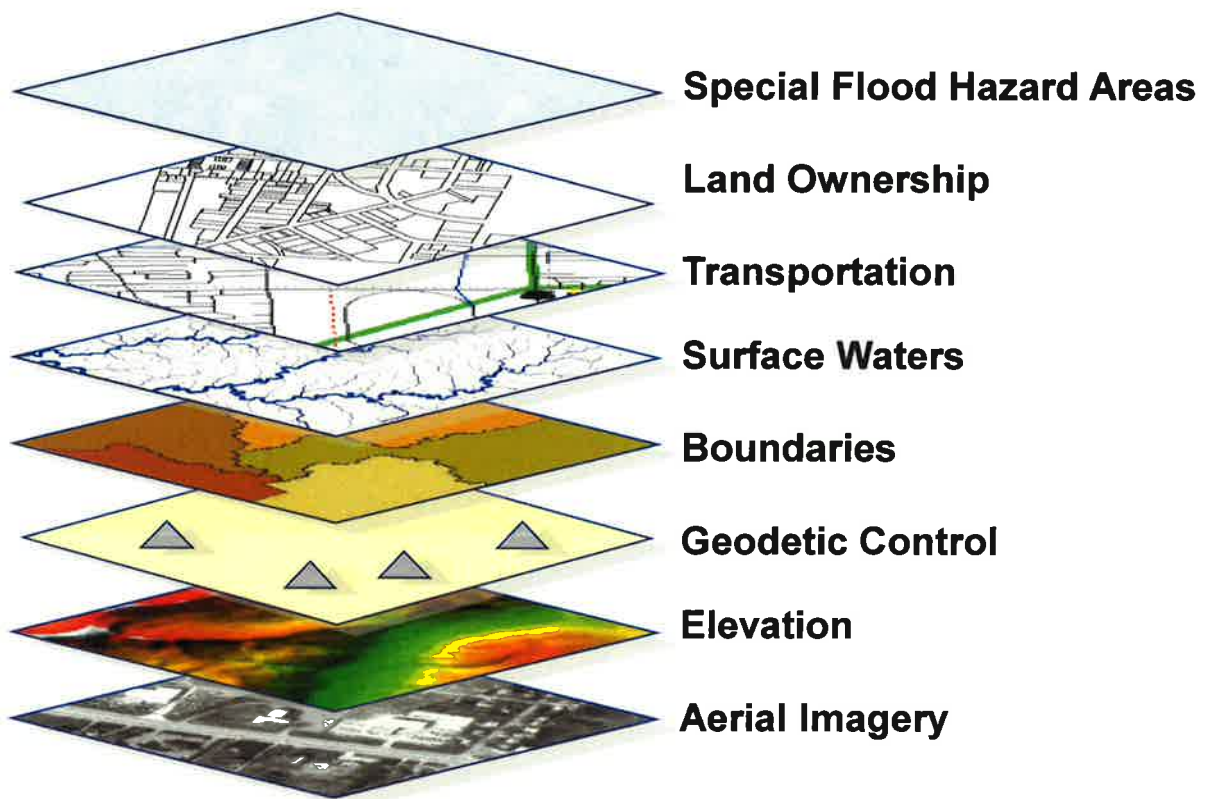


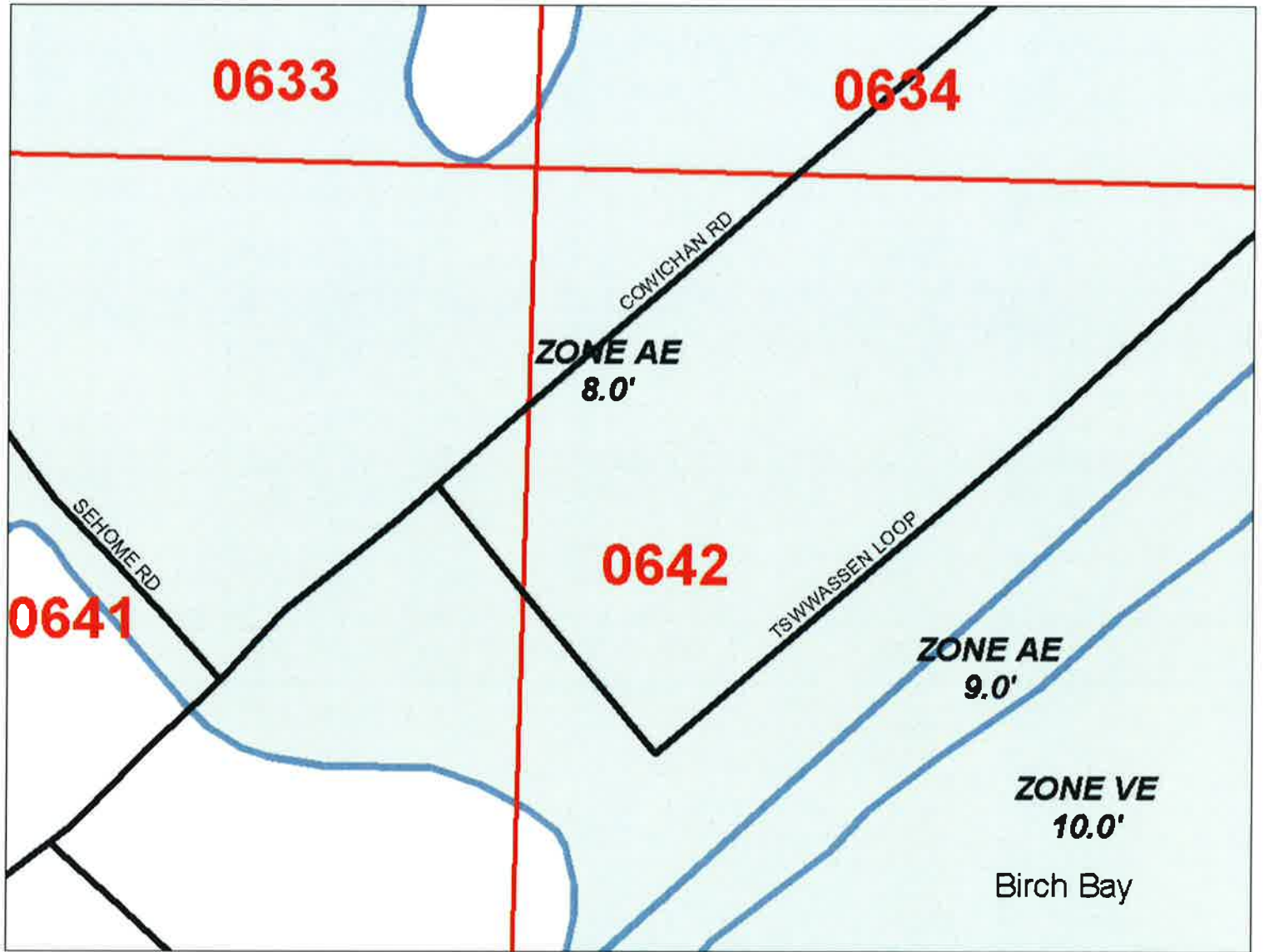
WHAT WAS UPDATED?

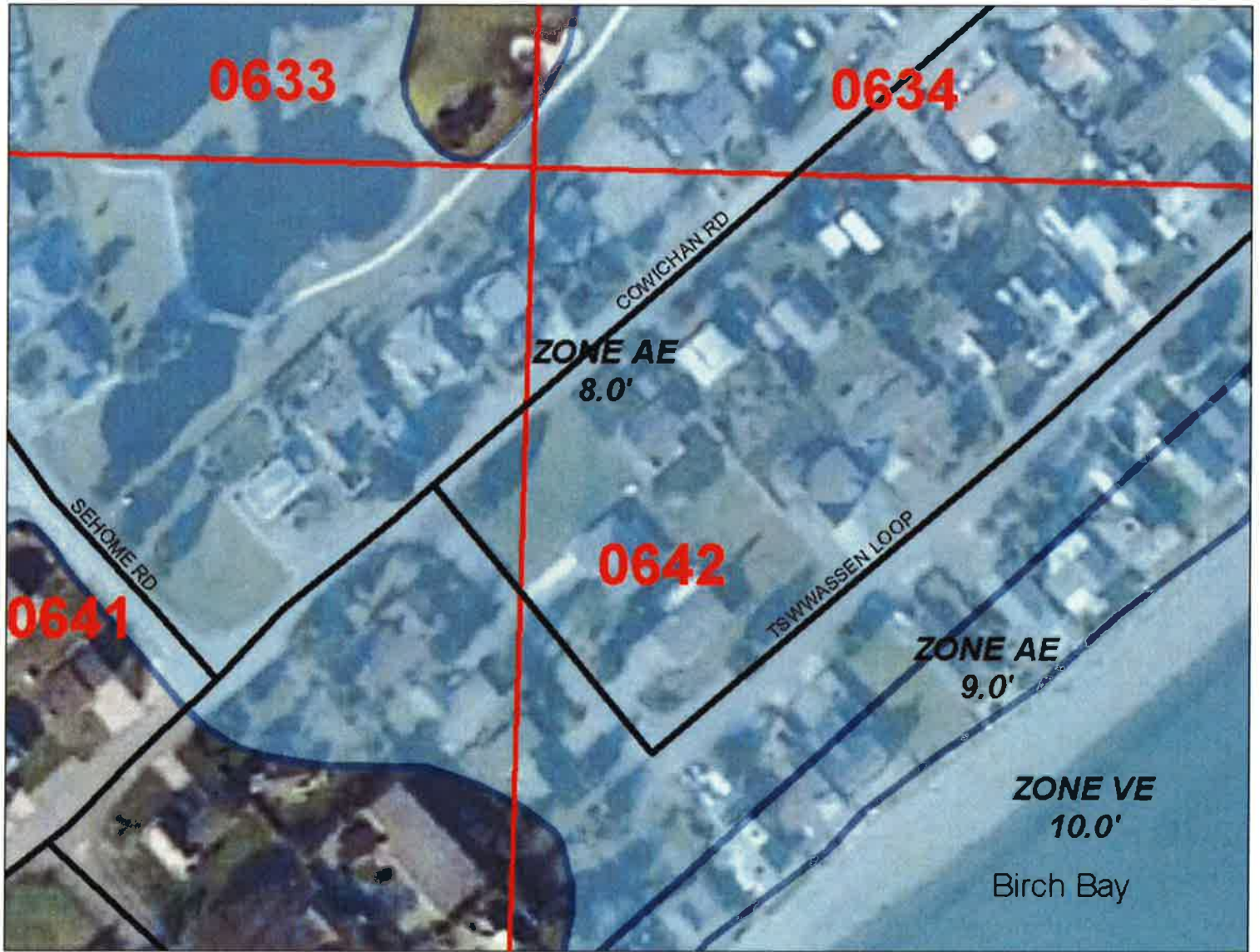


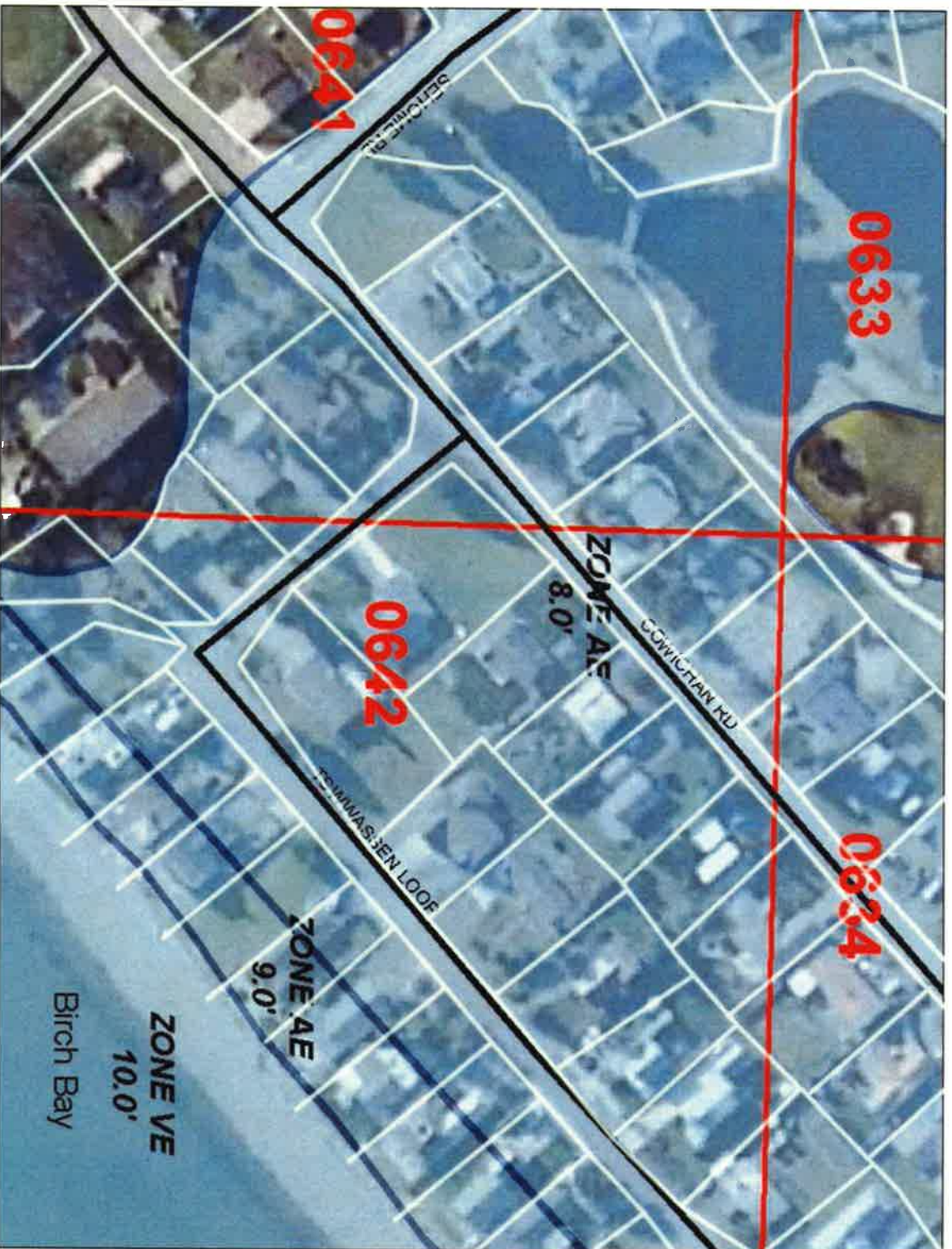
Digital Flood Insurance Rate Maps

Digital Format



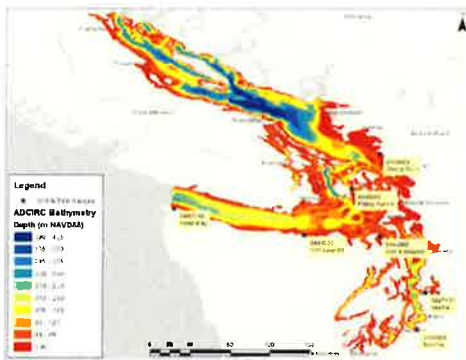




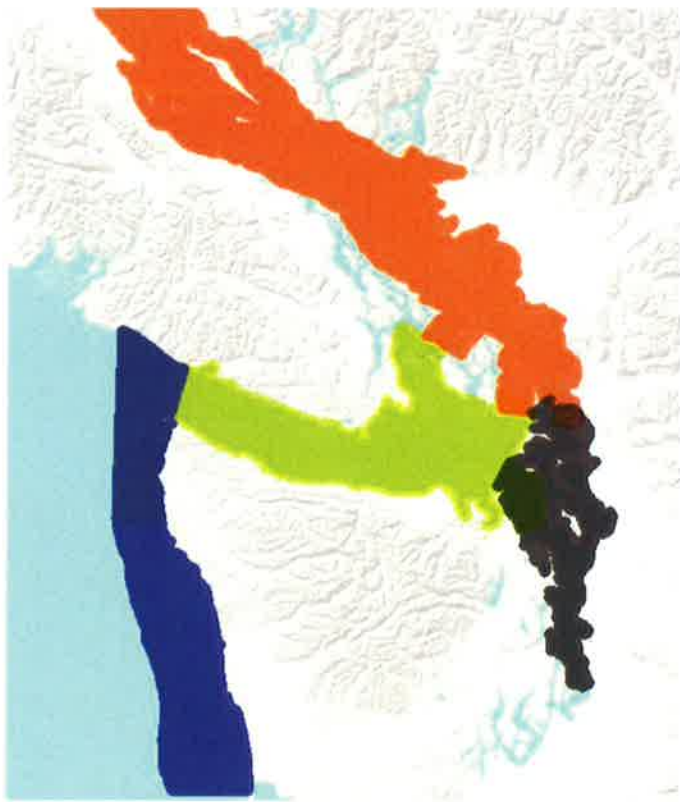


Puget Sound Modeling Storm Surge (ADCIRC)

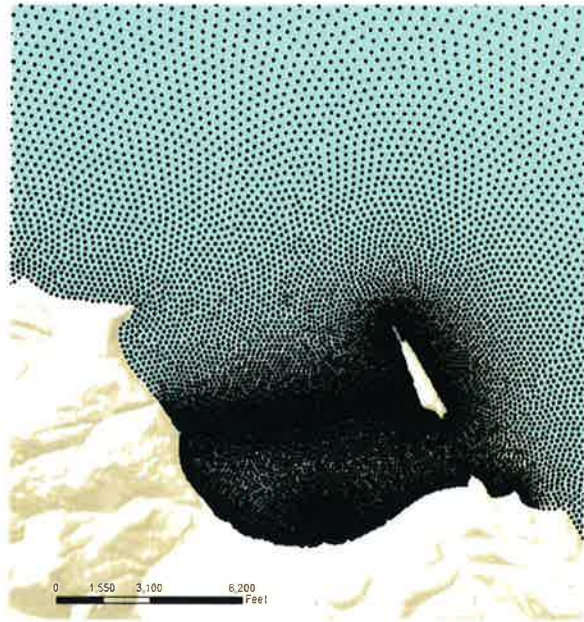
Physical Setting - Bathymetry



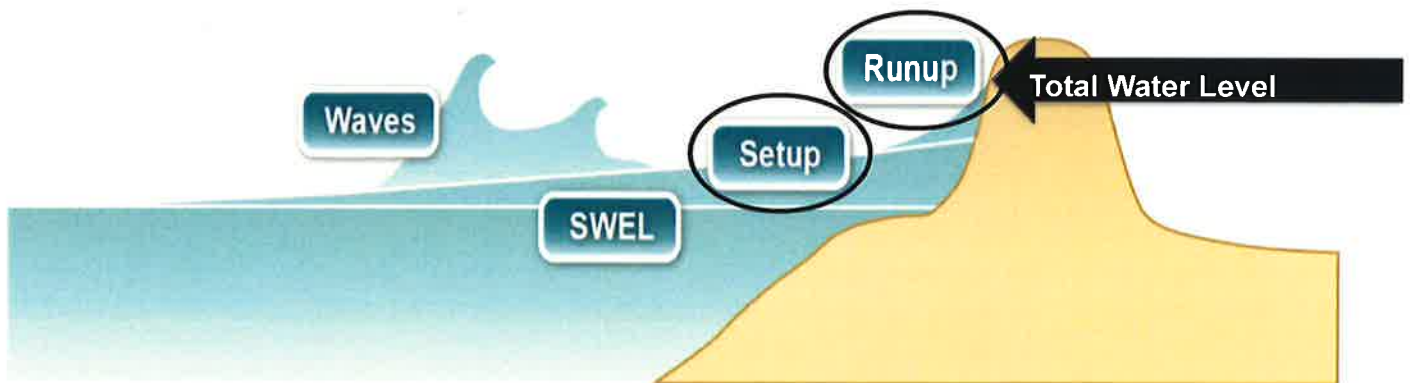
Puget Sound Modeling Surface Wave (SWAN)



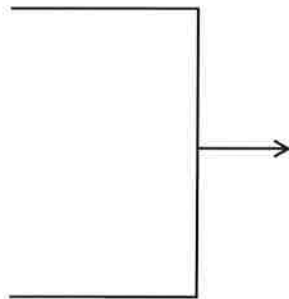
- SWAN – 4 Modeling Grids
- Sufficient Mesh Resolution
- Storm Events from 1979-2010



TRANSECT ANALYSIS (Wave Setup and Runup)

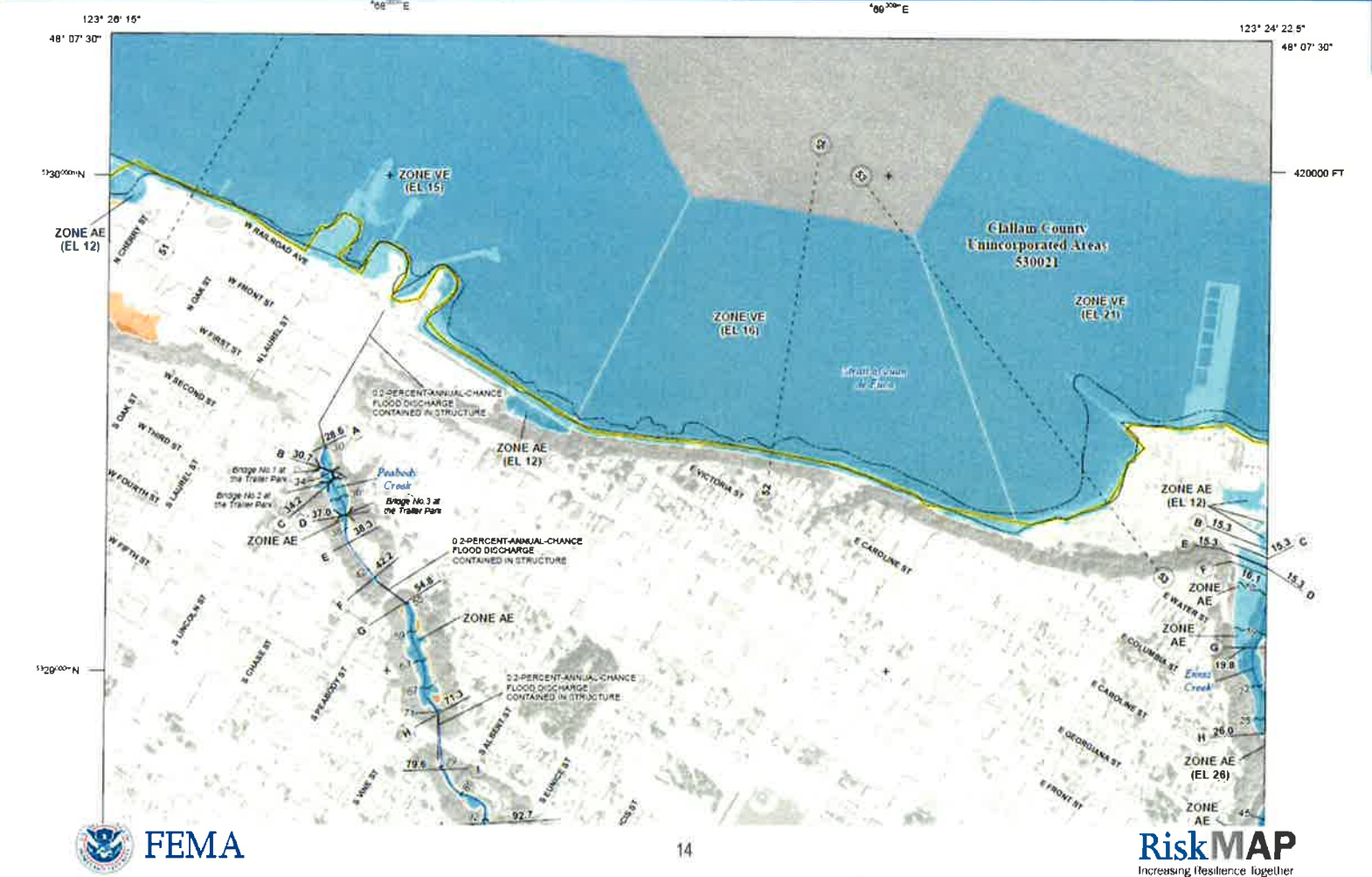


Wave Height
Wave Period
SWEL
Profile Slope

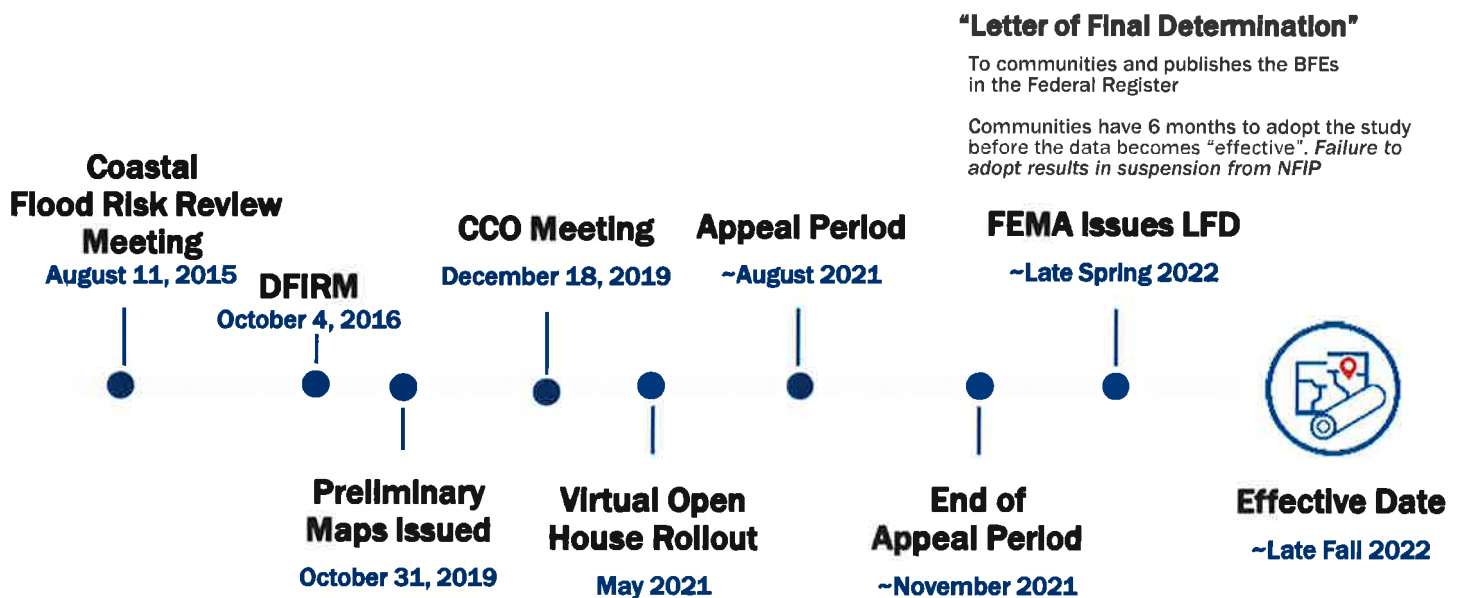


Wave Setup
Wave Runup

Digital Flood Insurance Rate Map



Study Timeline



FOR MORE INFORMATION: CLALLAM COUNTY STORYMAP

<http://www.clallam.net/DCD/>

FEMA Process to Update the Flood Insurance Rate Maps in Clallam County

bit.ly/ClallamFloodMap

Clallam County, Washington Flood Map Update



Clallam County, Washington Flood Map Update

Clallam County's Flood Insurance Rate Maps have been updated and are now available for
your review.

FEMA Region 10 | December 1, 2020

[Clallam County Flood Map Update](#)

[Am I at Risk to Flooding?](#)

[Flood Study and Engineering](#)

[Floodplain Regulations](#)

[Local Regulations and Resources](#)

[Flood Insurance](#)

[State Resources](#)

[Contacts](#)

STORYMAP FEATURES

1

View, download or request a personalized map of your property or land.

2

Visit the Flood Study and Engineering tab to better understand the science behind the map update.

3

Learn more about flood insurance and contact a specialist to discuss policy options.

4

Learn more about the National Flood Insurance Program and local floodplain regulations.

5

Find direct contact information for the person or team best suited to answer your flood map and NFIP questions.

THANK YOU

To access the StoryMap, visit:

bit.ly/ClallamFloodMap



For information on Flood Map Study and
Engineering, contact:

R10engineering@starr-team.com



AGENDA ITEM SUMMARY

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

9
Story
54

Department: BOCC

WORK SESSION ☒ Meeting Date: 05/10/21

REGULAR AGENDA ☒ Meeting Date: 05/11/21

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: ☐

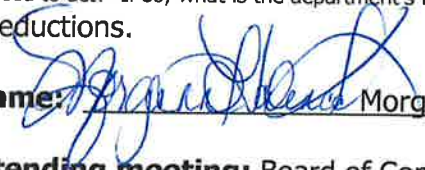
Executive summary:

Board of Clallam County Commissioners will consider adopting by Resolution the attached budget reduction on May 25, 2021

Budget reductions – a reduction in revenues and/or expenditures.

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?** ☐
Department of Community Development -Administration – (\$55,595)

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget reductions.

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: May 4, 2021

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



NOTICE OF BUDGET REDUCTION

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget reduction shown below on May 25, 2021 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

Department of Community Development – Administration – Budget reduction due to removal of Administrative Specialist II position from DCD Administration (1 of 2)/~~(\$55,595)~~

A copy of the budget change form may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: May 11, 2021

Mark Ozias, Chair

Publish: May 16 and 23, 2021

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

APR 21 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4-21-2021 ✓ Budget Hearing/Meeting Date: 5-25-2021 ✓

- **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
- X ✓ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.331 ✓	Budget Name	DCD Administration ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.331 ✓	DCD Admin ✓	55864.10.0010 ✓	Regular Time	37,813
00100.331 ✓	DCD Admin ✓	55864.20.0020 ✓	Benefits	17,782
Total				55,595 ✓

EXPENDITURES

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	55,595
Total				55,595 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

DCD is removing the Admin. Specialist II position from DCD Admin 00100.331 and adding a Planner I to DCD Permit Center 00100.333. (1 of 2)

County Official Approval: V. Amy H. Clark
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

A handwritten signature, likely of the County Official, written in dark ink.

47



10
5/10/21
5b

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 05/10/21

REGULAR AGENDA ☒ **Meeting Date:** 05/11/21

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:

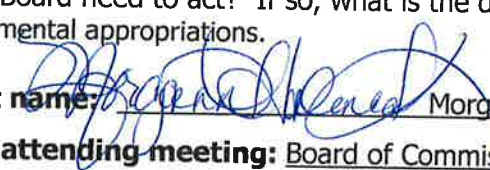
Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on May 25, 2021

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?** ☐

Health and Human Services – Operations - \$65,666
Health and Human Services – Operations - \$25,457
Health and Human Services – Operations - 1,366,617
Health and Human Services – Environmental Health - \$17,754
Health and Human Services – Environmental Health - \$60,000
Health and Human Services – Environmental Health - \$6,600
Health and Human Services – Administration - \$88,589
Health and Human Services – Administration - \$60,000
Sheriff – Operation Stonegarden – \$169,763
Department of Community Development – Dungeness Reservoir – \$70,000

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

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: May 4, 2021

- * 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 Supplementals 05-11-21
Revised: 3-04-2019



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on May 25, 2021 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Health and Human Services - Operations

- Additional funds from Department of Health for COVID-19 activities/\$65,666
- Additional funds from Department of Health for public health activities and increasing immunization rates/\$25,457
- Additional funds from Department of Health Consolidated Contract #20 for COVID-19 services/\$1,366,617

Health and Human Services – Environmental Health

- Additional funds from Department of Ecology for Solid Hazardous Waste program activities/\$17,754
- Additional funds from Department of Health Consolidated Contract #20 for COVID-19 services/\$60,000
- Additional funds from Department of Health Consolidated Contract #20 for water system technical assistance and sanitary surveys/\$6,600

Health and Human Services – Administration

- Additional funds from the Department of Health for COVID-19 activities/\$88,589
- Additional funds from Department of Health Consolidated Contract #20 for COVID-19 services/\$60,000

Sheriff – Operation Stonegarden – Additional funds from 2020 Operation Stonegarden Program Grant to be expended in FY2021/\$169,763

Department of Community Development – Dungeness Reservoir – Clallam Conservation funding for consulting on the Dungeness Reservoir Project/\$70,000

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: 11 May 2021

Mark Ozias, Chair

Publish: May 16 and 23

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

APR 22 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 4/22/21 ✓ Budget Hearing/Meeting Date: 5/25/21 ✓

- ☒ **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 Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	33321.01.9010 ✓	DOH COVID-19 LHJ Local CARES	65,666
Total				65,666 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	50800.00.0000 ✓	Ending Fund Balance	65,666
Total				65,666 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Supplemental revenue received from the Department of Health for Covid-19 activities.

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

CLALLAM COUNTY BUDGET CHANGE FORM

APR 22 2021



Date Submitted: 4/22/21

Budget Hearing/Meeting Date: 5/25/21

- ☒ **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.
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- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511 ✓	Budget Name	HHS Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	33604.25.0000 ✓	DOH FPHS Services	22,657
11301.511 ✓	HHS Operations ✓	33393.26.8000 ✓	DOH Increase Immunization Rates	2,800
Total				25,457 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	56210.31.0010 ✓	Office Supplies	2,000
11301.511 ✓	HHS Operations ✓	56210.31.0020 ✓	Operating Supplies	2,000
11301.511 ✓	HHS Operations ✓	50800.00.0000	Ending Fund Balance	21,457
Total				25,457 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Supplemental revenue received from the Department of Health for fundamental public health activities and for increasing immunization rates.

County Official Approval: _____

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

[Handwritten Signature]

53

APR 22 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 4/22/21 ✓

Budget Hearing/Meeting Date: 5/25/21 ✓

- ☒ **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.
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- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511 ✓	Budget Name	HHS Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS OPS ✓	33393.26.8015 ✓	DOH Covid19 Vaccine Services	254,803
11301.511 ✓	HHS OPS ✓	33393.32.3010 ✓	DOH ELC COVID Ed LHJ Allocation	249,731
11301.511 ✓	HHS OPS ✓	33393.32.3020 ✓	DOH ELC EDE LHJ Allocation	862,083
Total				1,366,617 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS OPS ✓	50800.00.0000 ✓	Ending Fund Balance	300,000
11301.511 ✓	HHS OPS ✓	56210.1.0500 10.0500 ✓	Overtime	10,000
11301.511 ✓	HHS OPS ✓	56230.41.0020 ✓	Professional Services	897,317
11301.511 ✓	HHS OPS ✓	56230.41.4410 ✓	Advertising	35,000
11301.511 ✓	HHS OPS ✓	56230.45.0010 ✓	Building Office Rental	60,000
11301.511 ✓	HHS OPS ✓	56230.47.0090 ✓	Utilities	15,000
11301.511 ✓	HHS OPS ✓	56230.42.0010 ✓	Telephone	300
11301.511 ✓	HHS OPS ✓	59462.64.0010 ✓	Machinery and Equipment	4,000
11301.511 ✓	HHS OPS ✓	59462.64.5500 ✓	IT Capital	5,000
11301.511 ✓	HHS OPS ✓	56230.31.0020 ✓	Operating Supplies	15,000
11301.511 ✓	HHS OPS ✓	56230.31.0010 ✓	Office Supplies	20,000
11301.511 ✓	HHS OPS ✓	56230.49.0065 ✓	License Renewal	5,000
Total				1,366,617 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract amendment #20 is adding funding to provide covid-19 services. The funding will be used to pay for current employees who are reassigned to covid-19 duties and for overtime payments for those who are working the mass vaccination clinics.

County Official Approval: _____

57

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

APR 22 2021



Date Submitted: 4/22/21 ✓

Budget Hearing/Meeting Date: 5/25/21 ✓

- ☒ **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.	00100.511 ✓	Budget Name	HHS – Environmental Health ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.513	HHS – Env Health ✓	33403.14.0059	CPG Solid Waste Enforcement	17,754
00100.511				
Total				17,754 ✓

EXPENDITURES

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	17,754
Total				17,754 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding is being received from the Department of Ecology for the Solid Hazardous Waste program activities.

County Official Approval: _____

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

asc

CLALLAM COUNTY BUDGET CHANGE FORM

APR 22 2021



Date Submitted: 4/22/21 ✓ Budget Hearing/Meeting Date: 5/25/21 ✓

- ☒ **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.
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- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx. 00100.511 ✓ Budget Name HHS Environmental Health ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS Env. Health ✓	33393.26.8015 ✓	DOH Covid19 Vaccine Services	40,000
00100.511 ✓	HHS Env. Health ✓	33393.32.3010 ✓	DOH ELC COVID Ed LHJ Allocation	10,000
00100.511 ✓	HHS Env. Health ✓	33393.32.3020 ✓	DOH ELC EDE LHJ Allocation	10,000
Total				60,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS Env. Health ✓	56252.10.0500 ✓	Overtime	2,000
00100.511 ✓	HHS Env. Health ✓	56256.10.0500 ✓	Overtime	3,000
00100.511 ✓	HHS Env. Health ✓	56254.10.0500 ✓	Overtime	3,000
00100.511 ✓	HHS Env. Health ✓	56260.10.0500 ✓	Overtime	2,000
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	50,000
Total				60,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract amendment #20 is adding funding to provide covid-19 services. The funding will be used to pay for current employees who are reassigned to covid-19 duties and for overtime payments for those who are working the mass vaccination clinics.

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

[Signature]
5A

APR 22 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 4/22/21

Budget Hearing/Meeting Date: 5/25/21

- ☒ **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.	00100.511 ✓	Budget Name	HHS Environmental Health ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS Env. Health ✓	34626.64.0000 ✓	Group A Water SS – Part 1	2,800
00100.511 ✓	HHS Env. Health ✓	34626.65.0000 ✓	Group A Water SS – Part 2	2,800
00100.511 ✓	HHS Env. Health ✓	34626.66.0000 ✓	Group A Water TA	1,000
Total				6,600 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511	HHS Env. Health	56252.31.0010 ✓	Office Supplies	500
11301.511	HHS Env. Health	56252.31.0075 ✓	Laboratory Supplies	1,500
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	4,600
Total				6,600 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract Amendment #20 adds \$6,600 for water system technical assistance and sanitary surveys.

County Official Approval: _____

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

[Handwritten signature]

APR 22 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/22/21 ✓

Budget Hearing/Meeting Date: 5/25/21 ✓

- ☒ **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.	00100.513 ✓	Budget Name	HHS Administration ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.513 ✓	HHS Admin ✓	33321.01.9010 ✓	DOH COVID-19 LHJ LOCAL CARES	88,589
Total				88,589 ✓

EXPENDITURES

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	88,589
Total				88,589 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Supplemental revenue received from the Department of Health for Covid-19 activities.

County Official Approval: _____

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

APR 22 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/22/21 ✓

Budget Hearing/Meeting Date: 5/25/21 ✓

- ☒ **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.
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- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.513 ✓	Budget Name	HHS Administration ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.513 ✓	HHS Admin ✓	33393.26.8015 ✓	DOH Covid19 Vaccine Services	40,000
00100.513 ✓	HHS Admin ✓	33393.32.3010 ✓	DOH ELC COVID Ed LHJ Allocation	10,000
00100.513 ✓	HHS Admin ✓	33393.32.3020 ✓	DOH ELC EDE LHJ Allocation	10,000
Total				60,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.513 ✓	HHS Admin ✓	56210.10.0500 ✓	Overtime	10,000
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	50,000
Total				60,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract amendment #20 is adding funding to provide covid-19 services. The funding will be used to pay for current employees who are reassigned to covid-19 duties and for overtime payments for those who are working the mass vaccination clinics.

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



55

APR 15 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 04/14/2021 ✓

Budget Hearing/Meeting Date: 05/25/2021 ✓

- ☒ **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 revisions within departments
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11068.811 ✓	Budget Name	Sheriff - Operation Stonegarden Grant
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11068.811 ✓	Sheriff – Operation Stonegarden ✓	33397.06.7020 ✓	Operation Stonegarden 2020	\$ 169,763
Total				\$ 169,763 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11068.811 ✓	Sheriff – Operation Stonegarden ✓	52120.41.0510	Port Angeles Police Dept	\$ 62,000
11	11	52120.41.0515	Sequim Police Dept	\$ 12,000
11	11	52120.41.0555	WA State Fish & Wildlife	\$ 8,000
11	11	52120.41.5130	Sheriff	\$ 52,000
11	11	59421.64.0010	Machinery & Equip	\$ 33,298
11	11	52120.99.0010	Indirect Cost Charges	\$ 2,465
Total				\$ 169,763 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding from 2020 Operation Stonegarden Program Grant award #E21-202 that is anticipated to be expended in FY2020:.

FY2021.

County Official Approval: _____

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

APR 21 2021



CLALLAM COUNTY BUDGET CHANGE FORM

4/21/2021

Date Submitted: 04.16.21

Budget Hearing/Meeting Date: 05.25.21 ✓

- ☒ **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. 30401.331 ✓ **Budget Name** Community Development – Dungeness Reservoir ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30401.331 ✓	DCD – Dng Res ✓	34529.00.0020 ✓	Environmental Services	\$70,000
Total				\$70,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30401.331 ✓	DCD – Dng Res ✓	55310.41.0020 ✓	Professional Services	\$70,000
Total				\$70,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION: **FUNDING**

Clallam Conservation District grant for consulting on the Dungeness Reservoir Project.

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

[Handwritten signature]

46



AGENDA ITEM SUMMARY

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

11
5/10/21
5C

Department: BOCC

WORK SESSION ☒ Meeting Date: 5/10/21

REGULAR AGENDA ☒ Meeting Date: 5/11/21

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 25, 2021

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?** ☐

Sheriff – Operations - \$69,981
Sheriff – VRF Boating Program – \$11,250
Department of Community Development – Permit Center – \$55,595
Non Departmental – Opportunity Fund – \$20,000
Parks and Facilities – \$11,139
Parks and Facilities – REET – \$17,000
General Fund Reserves – \$370,000
Health and Human Services – Operations - \$370,000

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of debatable emergencies.

County Official signature & print name: Morgann Halencak Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: May 4, 2021

- * 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 Debatables 05-11-21
Revised: 3-04-2019



BUDGET RESOLUTION _____, 2021

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

Sheriff – Operations – Additional funding for salary and benefits for Planner III position moved from DCD – Long Range Planning to Sheriff Operations/\$69,981

Sheriff – VRF Boating Program – Additional funding for unanticipated engine repair costs/\$11,250

Department of Community Development – Permit Center – Additional funding for salary and benefits for added Planner I position (2 of 2)/\$55,595

Non Departmental – Opportunity Fund – Additional funding for the final 2020 Economic Development Council contract invoice not received until 2021/\$20,000

Parks and Facilities – Additional funding for additional expenses related to COVID 19 for goods and services expenditures incurred in April 2021 expected to be reimbursed through FEMA/\$11,139

Parks and Facilities – REET – Additional funding for emergency replacement of commercial jail clothing dryer/\$17,000

General Fund Reserves – Additional funding for Serenity House shelter expansion (1 of 2)/\$370,000

Health and Human Services – Operations - Additional funding for Serenity House shelter expansion (2 of 2)/\$370,000

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

1. A public hearing on the debatable emergencies listed above will be held May 25, 2021 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 11th day of May 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: May 16, 2021

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

APR 22 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/21/2021 ✓

Budget Hearing/Meeting Date: 5/25/2021 ✓

- **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.	00100.811 ✓	Budget Name	Sheriff - Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	69,981
Total				69,981 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Operations ✓	52110.10.0010 ✓	Regular Time	49,521
00100.811 ✓	Sheriff - Operations ✓	52110.20.0020 ✓	Benefits	20,460
Total				69,981 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION: PERMANENT 9 IS EFFECTIVE

Planner III position moves from DCD-Long Range Planning to Sheriff Operations. This Planner III position move to the Sheriff's Department is permanent as of 4/01/2021. The DCD budget has been reduced in order to provide available funding for this position in the Sheriff Operations budget.

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

[Signature]

APR 27 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 04/22/21

Budget Hearing/Meeting Date: 05/25/21

- ☐ **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.	11004.811 ✓	Budget Name	Sheriff - VRF Boating Program ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11004.811 ✓	Sheriff - VRF Boating Program ✓	50800.00.0000 ✓	Ending Fund Balance	11,250
Total				11,250 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11004.811 ✓	Sheriff - VRF Boating Program ✓	52123.48.0040 ✓	Equipment – Repair and Maintenance	11,250
Total				11,250 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for unanticipated engine repair costs.

County Official Approval: _____

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

APR 21 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 4-21-2021 ✓

Budget Hearing/Meeting Date: 5-25-2021 ✓

- ☐ **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 Current Planning – 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 Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	55,595
Total				55,595 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.333	DCD Current Planning Permit Center	55860.10.0010 ✓	Regular Time	37,813
00100.333	DCD Current Planning Permit Center	55860.20.0020 ✓	Benefits	17,782
Total				55,595 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

DCD is removing the Admin. Specialist II position from DCD Admin 00100.331 and adding a Planner I to DCD Permit Center 00100.333. (2 of 2)

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

[Signature]
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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 4/29/2021 ✓

Budget Hearing/Meeting Date: 5/25/2021 ✓

- **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.	19941.291 ✓	Budget Name	NonDept – Opportunity Fund ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19941.291 ✓	NonDept – Opportunity Fund ✓	50800.00.0000 ✓	Ending Fund Balance	20,000
Total				20,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19941.291 ✓	NonDept – Opportunity Fund ✓	55210.41.0113 ✓	Economic Development Council	20,000
Total				20,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funds needed to cover the final 2020 Economic Development Council contract invoice not received until 2021.

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

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

APR 30 2021



Date Submitted: April 30, 2021 ✓

Budget Hearing/Meeting Date: May 25²⁵, 2021

- **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.	00100.911. ✓	Budget Name	Parks & Facilities ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General-Reserves	50800.00.0000 ✓	Ending Fund Balance	\$11,139
	General Fund			
	Reserves			
Total				\$11,139 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911.	Parks & Facilities	57680.31.0035 ✓	Cleaning and Sanitation Supplies	\$510
00100.911.	Parks & Facilities	57680.41.1030 ✓	Personnel Services	\$10,629
Total				\$11,139 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for additional expenses related to the Covid 19 virus event in Clallam County that were paid from the Parks and Facilities budget in 2021. This is to cover the goods and services expenditures incurred in April 2021, and are expected to be reimbursed through FEMA reimbursements.

County Official Approval:

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

[Signature]

04/30/2021

[Signature]

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

APR 30 2021



Date Submitted: April 30, 2021 ✓

Budget Hearing/Meeting Date: May 25, 2021 ✓

- **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.
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- **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 & Facilities - REET ✓	50800.00.0000 ✓	Ending Fund Balance	\$17,000
Total				\$17,000 ✓

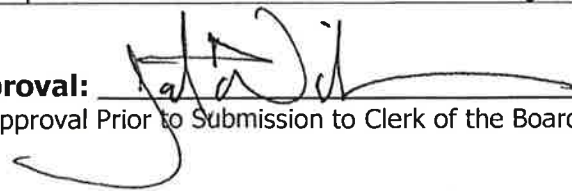
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911. ✓	Parks & Facilities - REET ✓	59419.64.2100 ✓	Jail Commercial Dryer	\$17,000
Total				\$17,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for emergency replacement of the commercial sized clothing dryer located in the Jail which is beyond repair.

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

04/30/2021



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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 5/04/2021 ✓

Budget Hearing/Meeting Date: 5/25/2021 ✓

- ☐ **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
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- ☐ **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	370,000
Total				370,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	59762.00.0000 ✓	Transfer to Health and Human Services	370,000
Total				370,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding for Serenity House bathroom improvements relating to the shelter expansion. (1 of 2)

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

[Signature]

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 5/04/2021 ✓

Budget Hearing/Meeting Date: 5/25/2021 ✓

- **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.
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- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511 ✓	Budget Name	Health and Human Services - Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	Health and Human Services - Operations ✓	39762.00.0000 ✓	Transfer from General Fund Reserves	370,000
Total				370,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	Health and Human Services - Operations ✓	56210.41.0020 ✓	Professional Services	370,000
Total				370,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding for Serenity House bathroom improvements relating to the shelter expansion. (2 of 2)

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

[Signature]