



WORK SESSION

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street, Room 160
Port Angeles, Washington
May 5, 2025

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

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 836 9266 4344 and passcode: 12345 and use *9 to raise your hand.

If you would like to participate in the meeting via Zoom video conference, visit www.zoom.com and use meeting ID: 836 9266 4344 and passcode: 12345

This meeting can be viewed on a live stream at this link: <https://clallamcountywa.gov/meetings>

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

Administration – 9 a.m.

- 1a Calendar/Correspondence
- 1b Briefing and request a call for bids to be submitted no later than Tuesday, June 3, 2024 at 10 a.m. regarding Courthouse Security Project

Public Works

- 2a Resolution for amendment to allocation of year 2024-2027 Regional Surface Transportation Block Grant STBG Program federal funding

Community Development

- 3a Briefing and call for hearing to be held on Tuesday, June 3, 2025 at 10:30 am. regarding a Resolution approving the Channel Migration Zone Technical Report

Board of Commissioners

- 4a Agreement with Field Arts and Events Hall for 2025 Lodging Hotel/Motel Tax Funds/\$60,000
- 4b Agreement with The Dungeness Crab Festival for 2025 Lodging Hotel/Motel Tax Funds/\$55,000
- 4c Resolution appointing Michelle Olsen to the Revenue Advisory Committee
- 4d Resolution reappointing Thomas Swanson to the Board of Equalization

General Discussion/Items for Future Agendas

- Department of Natural Resources Report (6/16 at 1 p.m.)
- Department of Transportation Highway 101 Projects (6/23 at 9 a.m.)
- Department of Natural Resources Report (8/18 at 1 p.m.)
- Department of Transportation Highway 101 Projects (9/29 at 9 a.m.)
- Joint Meeting with the Port of Port Angeles (10/27 at 11 a.m. Hosted at BOCC)
- Department of Natural Resources Report (11/10/24 at 1 p.m.)
- Department of Transportation Highway 101 Projects (12/8 at 9 a.m.)
- Olympic National Forest update (TBD)
- Olympic National Park update (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.

1b

MAY 05 2025



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

Department: SHERIFF'S OFFICE

WORK SESSION Meeting Date: 05/05/2025

REGULAR AGENDA Meeting Date: 05/13/2025

Required originals approved and attached?
Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached:

Executive summary:

The Sheriff's Office, on behalf of the county, is seeking bids from companies to provide courthouse security. With the upcoming expiration of the previous contract, implementation of single-point, and low staffing in Corrections, this contracted service needs to be continued. The current security contract will expire June 30, 2025, so we are seeking bids for service starting July 1, 2025.

Budgetary impact: To be decided once bids reveal projected costs.

If a budget action is required, has it been submitted and a copy attached?

Recommended action: *Briefing and request for call for hearing.* ^{DW201}
(Does the Board need to act? If so, what is the department's recommendation?)

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

Name of Employee/Stakeholder attending meeting: Don Wenzl

Relevant Departments: Sheriff

Date submitted: 04/29/2025

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

Agenda Item Summary Template
Revised: 3-04-2019

NOTICE OF INVITATION TO BID

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East 4th Street, Room 150, Port Angeles, Washington until 10 a.m. Tuesday, **June 3, 2025**, at which time they will be publicly opened and read aloud for:

Security services for the Clallam County Courthouse and the Clallam County Juvenile and Family Center contract.

Complete drawings and specifications may be obtained from the **Clallam County website**. All bidding and related questions should be directed to Chief Corrections Deputy Don Wenzl at (360) 417-2356.

The sealed bids must be clearly marked on the outside of the envelope, "Bid Proposal – Courthouse Security." Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents received late by the Commissioners' Office, delivered to other offices, received by facsimile, email, or other means will not be considered. Late bids will be returned unopened.

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

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

APPROVED this _____ day of _____ 2025

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, MMC, Clerk of the Board

Mike French, Chair

c:

Publish: First: 05/16/2025; Second: 05/20/2025

Bill: Clallam County Sheriff's Office

INFORMATION PACKET

Request for Bids for Security Services at the Clallam County Courthouse and Clallam County Juvenile and Family Center

PROJECT SCOPE:

Clallam County, located in the state of Washington, invites qualified armed security service providers to submit bids for the provision of comprehensive armed security services at the Clallam County Courthouse and Clallam County Juvenile and Family Facility. We seek a professional, experienced, and reliable security service provider to ensure the safety and security of all courthouse personnel, visitors, and assets.

The selected security service provider will need to provide services during business hours to the following facilities:

- Clallam County Courthouse at 223 E. 4th Street, Port Angeles, WA 98362
 - Two armed security personnel, eight (8) hours per day, 5 days a week, Monday-Friday except for recognized holidays.

- Clallam County Juvenile and Family Center at 1912 W. 18th Street, Port Angeles, WA 98363
 - One armed security personnel, ten (10) hours per week, on a schedule to be determined and flexible based on that court schedule each week.

BACKGROUND:

The Clallam County Courthouse is a vital institution within our community, serving as a hub for various legal and administrative activities. Ensuring the safety and security of all individuals and property within the courthouse is of paramount importance. The selected security service provider will play a crucial role in safeguarding the facility and its occupants.

MINIMUM QUALIFICATIONS:

Interested security service providers must meet the following qualifications and criteria:

1. **Licensed and Certified:** The security service provider must possess all necessary licenses and certifications required by state and local regulations to operate as a security service provider in Clallam County.

2. **Trained Personnel:** All armed security personnel assigned to the Clallam County Courthouse must be well-trained, including but not limited to, knowledge of firearms, emergency response procedures, conflict resolution, and first aid/CPR.

3. **Background Checks:** The security service provider must conduct thorough background checks on all security personnel, including criminal background checks and reference checks.

4. **Insurance:** The provider must have adequate liability insurance coverage to indemnify Clallam County against any unforeseen incidents.

SCOPE OF WORK:

The selected security service provider will be responsible for the following duties and tasks at two county facilities.

1. **Access Control:** Monitor and control access to the courthouse, courtrooms, and BOCC public meetings, ensuring that only authorized personnel and visitors enter the premises.
2. **Surveillance:** Maintain surveillance of key areas within the courthouse, courtrooms, BOCC meeting areas, and county offices during business hours using state-of-the-art security equipment. Access to the camera system may be granted to authorized personnel during these hours.
3. **Emergency Response:** Collaborate with county staff to assist in the implementation of the current emergency response plans outlined in the county's policy. This includes assisting in drills and providing immediate assistance during emergencies according to established procedures.
4. **Patrols:** Conduct regular patrols throughout the courthouse to deter criminal activity and maintain a visible security presence.
5. **Public Screening and Entry Management:** The security service provider will be responsible for screening all individuals entering the courthouse to detect prohibited items and ensure adherence to courthouse rules and regulations. Duties include managing the single-point entry system, which involves overseeing public screening, controlling access, and monitoring entry point activities to maintain a secure environment. The provider will also be required to operate the X-ray screening machine and walk-through magnetometer, with training provided by Clallam County. Additionally, the provider must support the seamless integration of the single-point entry system into the courthouse's overall security operations and collaborate closely with County personnel during the implementation phase, adapting security protocols as necessary.
6. **Report Generation:** Maintain accurate incident reports, daily activity logs, and other necessary documentation. Reports should be submitted at least weekly to the Chief Corrections Deputy in the Clallam County Sheriff's Office.
7. **Collaboration:** Collaborate with local law enforcement agencies, Courtroom Commissioners and Judges, and emergency services when required.

CONTRACT DURATION:

The contract for security services will have an initial term of a minimum of six months, which could be extended up to eighteen months.

For inquiries or to request additional information, please contact Chief Corrections Deputy Don Wenzl at Don.Wenzl@ClallamCountyWA.gov or (360) 417-2356.



2a

AGENDA ITEM SUMMARY

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

MAY 05 2025

Department: Public Works

WORK SESSION **Meeting Date: May 5, 2025**

REGULAR AGENDA **Meeting Date: May 13, 2025**

Required originals approved and attached?
Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached:

Executive summary: The federal Surface Transportation Block Grant (STBG) program provides for federal funding to preserve and improve the conditions and performance on eligible federal aid highways; bridge and tunnel projects on any public road; pedestrian, bicycle, and recreational trails; transit capital projects; ferry boats and terminal facilities; and other eligible activities under 23 U.S.C 133. STBG funding can pay for 86.5% of an eligible project phase cost. The Washington State Department of Transportation (WSDOT) administers the STBG program at the statewide level.

Clallam County is the designated lead agency to hold a process to select eligible local projects for programming our county's regional allocation of federal STBG funding. For Federal Fiscal Year (FFY) 2024-2027 period, the County approved under Resolution 36, 2024, regional allocations of STBG Funding for 10 local transportation projects . This included \$825,000 for the construction phase of the "Olympic Discovery Trail (ODT)-Forks Calawah River Park to Sitkum-Sol Duc Road Project." The Clallam County Public Works is requesting approval to reallocate \$373,658 of the \$825,000 from the construction to the planning and engineering (PE) phase.

The ODT-Calawah River Park to Sitkum-Sol Duc Road Project includes approximately 1-mile of multi-use trail between Forks Calawah River Park and the Sitkum-Sol Duc Road, including a new multi-user bridge crossing the Calawah River at the City Park. This project will also provide a key connection to the planned ODT-Forks to La Push section as well as closing the gap between Forks and the existing ODT section west of Lake Crescent.

To date, project conceptual design, survey work, and preliminary environmental scoping work has been carried out by the Clallam County Public Works Department supported by a federal Transportation Alternative funding award by the Peninsula Regional Transportation Planning Organization. Clallam County Public Works originally intended to complete the PE Phase work primarily in-house, but design and regulatory challenges relating to bridge and abutment design, geotechnical work, environmental review, cultural review, stormwater management, and others proved difficult for Public Works to fully address with in-house expertise and resources.

* 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)

BOCCAgenda(x-x-25)
Revised: 3-04-2019

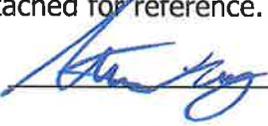
In February 2024, the Board issued a Request for Qualifications (RFQ) for engineering services for the ODT Calawah River Bridge to Sitkum-Sol Duc Road Project. The Public Works Department following review of the statement of qualifications received selected a consultant and is working towards a final agreement and contract. The requested reallocation of part of the STBG funds from the construction to the design phase will support consultant services to complete environmental/cultural review, permitting, and produce shovel ready bridge and trail plans.

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

This project is planned as part of the Clallam County 2025-2030 Six Year Transportation Improvement Program (CR Resolution 8, 2024) and the 2025 Annual Construction Program (CR Resolution 9, 2024). Clallam County only selects eligible regional projects for STBG funding allocation. The request is to re-allocate the programming of federal STBG funds between project phases for the ODT-Calawah River Park to Sitkum-Sol Duc Road Project.

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

Clallam County Public Works recommends approval of the re-allocation of part of County programmed STBG funds (Resolution 36, 2024) for the ODT-Calawah River Park to Sitkum-Sol Duc Road Project from the construction to the preliminary engineering phase. A draft Resolution is attached for Board consideration. Resolution 36, 2024, is also attached for reference.

County Official signature & print name:  _____ Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray, Will Habel

Relevant Departments: Public Works

Date submitted: April 30, 2025

* 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)

BOCCAgenda(x-x-25)
Revised: 3-04-2019



RESOLUTION _____, 2025

AMENDMENT TO
ALLOCATION OF YEAR 2024 – 2027 REGIONAL SURFACE TRANSPORTATION BLOCK
GRANT (STBG) PROGRAM FEDERAL FUNDING

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Surface Transportation Block Grant (STBG) Program is a federal-aid transportation program that may be used for a wide range of projects such as construction and repair of eligible federal aid roads (e.g., collectors and arterials); bridge and tunnel projects on any public roads; transit capital projects; pedestrian, bicycle and recreational trail projects; ferry boats and terminal facilities; and other eligible transportation improvement projects under 23 U.S.C 133.
2. The federal participation rate for STBG funding on projects is 86.5%.
3. The STBG federal-aid transportation funding is administered by the Washington State Department of Transportation (WSDOT).
4. Clallam County is the lead agency responsible for conducting a process to select and prioritize eligible local transportation projects for the programming of available STBG funding allocated to the County by the state.
5. To secure and receive STBG funding, the local agency/sponsor of any projects selected by the County for programming must enter into an agreement with WSDOT to "obligate" the federal funding. Obligation is the federal government's commitment to reimburse the federal share of eligible project costs.
6. For the Federal Fiscal Year (FFY) 2024-2027 period, the Board approved under Resolution 36, 2024, regional allocations of STBG Funding for 10 local transportation projects, including \$825,000 for the construction phase of the "Olympic Discovery Trail (ODT)-Forks Calawah River Park to Sitkum-Sol Duc Road Project."
7. The ODT-Calawah River Park to Sitkum-Sol Duc Road Project includes approximately 1-mile of multi-use trail between Forks Calawah River Park and the Sitkum-Sol Duc Road, including a new multi-user bridge crossing at the Forks Calawah River Park.
8. The ODT-Calawah River Park to Sitkum-Sol Duc Road Project will provide a connection to the planned ODT-Forks to La Push section and close the gap between Forks and the existing ODT section west of Lake Crescent.
9. To date, project conceptual design, survey work, and preliminary environmental scoping work has been conducted by the Clallam County Public Works Department supported by federal Transportation Alternative funding under an award by the Peninsula Regional Transportation Planning Organization.
10. Clallam County Public Works originally intended to complete the design, environmental review, and permitting work with in-house staff resources, but design and regulatory challenges relating to bridge and abutment design, geotechnical analysis, environmental and cultural review, stormwater management, and others have proven difficult for Public Works to fully address with in-house expertise and resources.

11. In February 2024, the Board issued a Request for Qualifications (RFQ) for engineering services for the ODT Calawah River Bridge to Sitkum-Sol Duc Road Project.
12. The Public Works Department following review of the statement of qualifications received selected a consultant and is working towards a final agreement and contract.
13. Clallam County Public Works requests re-allocation of \$373,658 of the \$825,000 of STBG funding previously allocated to the construction phase of the "ODT—Forks Calawah River Park to Sitkum-Sol Duc Road" project to the preliminary engineering (PE) phase to complete engineering, environmental/cultural review, and permitting and produce shovel ready bridge and trail design plans.
14. The requested reallocation does not change the total amount programmed for the ODT-Forks Calawah River Park to Sitkum-Sol Duc Road Project under Resolution 36, 2024.
15. The requested reallocation does not change STBG funding levels for any other local project previously selected for regional allocation of STBG funding under Resolution 36, 2024.

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

1. The Board of Clallam County Commissioners approves the following project funding reallocation of Surface Transportation Block Grant (STBG) Program federal-aid funding for the ODT-Forks Calawah River Park to Sitkum-Sol Duc Road Project as summarized below:

Agency	Project Name	Target Year	Project Phase	STBG Funding
Clallam County	ODT—Forks Calawah River Park to Sitkum-Sol Duc Rd	2025/26	Preliminary Engineering	\$373,658
Clallam County	ODT—Forks Calawah River Park to Sitkum-Sol Duc Rd.	2026/27	Construction	\$451,342
Total 2024-2027 STBG Programmed				\$825,000

PASSED AND ADOPTED this _____ day of _____ 2025

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias



RESOLUTION 310, 2024

HR
APR 16 2024

ALLOCATION OF YEAR 2024 – 2027 REGIONAL SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM FEDERAL FUNDING

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Surface Transportation Block Grant (STBG) Program is a federal-aid transportation program that may be used for a wide range of projects such as construction and repair of eligible federal aid roads (e.g., collectors and arterials); bridge and tunnel projects on any public roads; transit capital projects; pedestrian, bicycle and recreational trail projects; ferry boats and terminal facilities; and other eligible transportation improvement projects under 23 U.S.C 133.
2. The federal participation rate for STBG funding on projects is 86.5%.
3. The STBG federal-aid transportation funding is administered by the Washington State Department of Transportation (WSDOT).
4. Clallam County is the lead agency responsible for conducting a process to select and prioritize eligible local transportation projects for the programming of available STBG funding allocated to the County by the state.
5. To secure and receive STBG funding, the local agency/sponsor of any projects selected by the County for programming must enter into an agreement with WSDOT to "obligate" the federal funding. Obligation is the federal government's commitment to reimburse the federal share of eligible project costs.
6. The Public Works Department provided a briefing on February 12, 2024, to the Board on the STBG funding program and 2024 STBG application process schedule.
7. WSDOT establishes an annual project obligation target for Clallam County STBG funds available to program.
8. Clallam County Federal Fiscal Year (FFY) 2024 Obligation Target for STBG funds is \$1,877,031 which includes \$857,647 carry-over from available FFY 2023 STBG funding and the \$1,019,384 FFY 2024 STBG allocation.
9. Clallam County must meet or exceed the \$1,877,031 obligation target for FFY 2024 to avoid local STBG funding being redistributed to the state or other counties.
10. Pursuant to County Resolution 31, 2023, the County has currently programmed five projects for allocation of \$2,238,605 of STBG funding:
 - *City of Forks Bogachiel Way Overlay Project (\$386,760)*. The City recently obligated \$314,500 of the programmed STBG funding to support construction in 2024.
 - *Clallam County Olympic Discovery Trail (ODT)—Forks Calawah River Park to Sitkum-Sol Duc Road (\$825,000)*. This project includes a multi-user bridge crossing and approximately 1-mile of trail. STBG funds are programmed to support construction with the construction phase funding obligation targeted for 2026/2027. Project is currently in design.
 - *Jamestown S'Klallam Tribe (JSKT) ODT—Dean Creek Bridge Improvement Project (\$221,623)*. This project is completed and programmed STBG funds are pending transfer.
 - *JSKT ODT—Dungeness River Historic Bridge Management Plan (\$55,222)*. Plan development using STBG funding is completed and programmed STBG funds are pending transfer.

- *City of Port Angeles: Race Street Complete Street – Phase 2 (\$750,000)*. Design of pedestrian, bicycle, and recreational trail facility along Race Street between 8th and Front Streets.
11. The Public Works Department issued a call for project applications for new STBG funding requests on February 6, 2024 to local transportation agencies. The following six new project applications were received by the March 18, 2024, deadline:
 - *City of Port Angeles: Race Street Complete Street – Phase 2*. The City is requesting reallocation of the \$750,000 of the STBG funds previously approved and currently programmed by Clallam County from the engineering design to construction phase. The city received another grant award that will cover project design. In addition to the re-allocation of the \$750,000 funds, the city application is also requesting an additional \$250,000 of STBG funding to help further close the estimated \$2,000,000 gap predicted by current funding and estimated construction costs. STBG Funding Request = \$1,000,000 (Targeted FFY 2026/27 Construction Funding Obligation)
 - *City of Sequim: Priest Road Rehabilitation*. This roadway rehabilitation project will install subgrade and a full depth rehabilitation that will include 12-inches of base course (over 5 inches of asphalt) on N. Priest Road from the intersection at W. Washington to the city limits. STBG Funding Request = \$1,070,783.50 (Targeted FFY 2024 Construction Funding Obligation).
 - *City of Sequim: Washington Street Arterial Overlay – 9th Avenue to 7th Avenue*. This pavement preservation project will resurface W. Washington St. from just east of the roundabout at 9th Avenue through the intersection of 7th Avenue, including all four intersection legs/turn lanes, and the right in/right out entrance at W. Washington St. and Brackett Rd. New pavement markings will be installed, clarifying traffic flow options, and improving crosswalk visibility. Drainage improvements will also be completed. STBG Funding Request = \$404,387.50 (Targeted FFY 2024 Construction Funding Obligation).
 - *City of Sequim: River Road Overlay*. This pavement preservation project will resurface the pavement on a high-volume section of River Road from south of the roundabout to the US 101 City-WSDOT right-of-way boundary. STBG Funding Request = \$183,553 (Targeted FFY 2024 Construction Funding Obligation).
 - *Clallam County: Old Olympic Highway Resurfacing*. This project will repair and resurface the segment of Old Olympic Highway starting at mile post 2.75 and ending at mile post 3.60, or between the Matson Road intersection and just east of the Gunn Road intersection. STBG Funding Request = \$900,000 (Targeted FFY 2024 Construction Funding Obligation).
 - *Clallam County (co-sponsor Jamestown S' Klallam Tribe): ODT—Carlsborg Rd. Crossing Safety Improvements*. This project is for the final design and construction of safety improvements for the Olympic Discovery Trail crossing of Carlsborg Road in the Carlsborg Urban Growth Area. STBG Funding Request = \$154,678 (Targeted FFY 2024 Funding Obligation).
 12. Except for the City of Port Angeles Race Street Complete Street Phase 2 Project, all the new project applications plan to obligate STBG funding in 2024.
 13. The Public Works Department provided a briefing on March 25, 2024, to the Board on the six new project application requests for STBG funding.
 14. On April 2, the County Commissioners issued a call for hearing for a April 16, 2024, public hearing on the new STBG project applications received.
 15. The Clallam County Public Works Department recommends programming STBG funding for all six new applications.
 16. The estimated total allocation of STBG funding available for Clallam County to program for the 2024-2027 period is \$4,875,331.
 17. For the 2024-2027 period, currently programmed and new STBG requested project funding totals \$5,202,008, or \$326,477 higher than available to program for the next-four years.

18. Based on the four-year STBG programming constraint (see Finding #17), the Public Works Department recommends \$326,477 of the City of Port Angeles \$1,000,000 STBG funding request to be approved as STBG Contingency Funding.

19. The Board held a public hearing on April 16, 2024, on the allocation of STBG funding related to new FFY 2024 – 2027 project requests.

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

1. The Board of Clallam County Commissioners approves the following projects and agencies receive the below regional allocation of Surface Transportation Block Grant (STBG) Program federal-aid funding as summarized below:

Agency	Project Name	Target Year	Project Phase	STBG Funding	STBG Contingency Funding
Port Angeles	Race Street Complete Street – Phase 2 (Front St. to 8 th St.)	2026/27	Construction	\$673,523	\$326,477
Sequim	Priest Road Rehabilitation	2024	Construction	\$1,074,784	
Sequim	W. Washington St. Arterial Overlay (9 th Ave to 7 th Ave)	2024/25	Construction	\$404,388	
Sequim	River Road Overlay (Roundabout to US 101 right-of-way.	2024/25	Construction	\$183,553	
Forks	Bogachiel Way Overlay (6 th Ave. to Russell Rd)	2024	Construction	\$386,760	
Clallam County	Old Olympic Highway Resurfacing (M.P. 2.75 -3.60)	2024	Construction	\$900,000	
Clallam County	Olympic Discovery Trail (ODT)—Carlsborg Rd. Crossing Safety Improvements	2024/25	Construction	\$154,678	
Clallam County	ODT—Forks Calawah River Park to Sitkum-Sol Duc Rd.	2026/27	Construction	\$825,000	
Jamestown S' Klallam Tribe	ODT—Dean Creek Bridge Improvements	2024	Construction	\$221,623	
Jamestown S' Klallam Tribe	ODT—Dungeness River Historic Bridge Management Plan	2024	Planning	\$55,222	
Total 2024-2027 STBG Programmed				\$4,875,531	\$326,477

PASSED AND ADOPTED this 16 day of April 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS



[Signature]
Mike French, Chair

[Signature]
Randy Johnson

[Signature]
Mark Ozias

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

3a



AGENDA ITEM SUMMARY MAY 0 5 2025
(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: DCD

WORK SESSION **Meeting Date: 5-5-25**

REGULAR AGENDA **Meeting Date: 5-13-25**

Required originals approved and attached?
Will be provided on:

Item summary:

- Call for Hearing
- Resolution
- Draft Ordinance
- Contract/Agreement/MOU -
- Proclamation
- Final Ordinance
- Budget Item
- Other Elwha CMZ presentation

Documents exempt from public disclosure attached:

Executive summary:

Clallam County received a Shorelands Shoreline Planning grant to delineate the CMZ of the Lower Elwha River, Indian Creek, and Little River to use the best available science to map the location of the CMZ. The study included a detailed CMZ delineation analyses and hydraulic mapping along the Lower Elwha River, including two major tributaries (Little River and Indian Creek) to inform shoreline management and land use planning for life-safety hazards, critical freshwater and riparian habitat, public infrastructure, and private property in Clallam County. The CMZ has been approved by the Department of Ecology and DCD would like to request a hearing and approval of resolution.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Presentation and request to approve a call for hearing.

County Official signature & print name: *Bruce Emery* Bruce Emery, Director

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Department of Community Development – Rebecca Mahan and Bruce Emery

Relevant Departments: Department of Community Development

Date submitted: 4/22/2025

* Work Session Meeting - Submit 1 single sided/not stapled copy Briefing CMZ Report 5-5-25 - agenda summary
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

PUBLIC HEARING

Resolution adopting the Channel Migration Zone Technical Report

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, June 3, 2025 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Resolution listed above. The proposed Resolution is available on the County website:

<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

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

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

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4,
Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: Resolution adopting the Channel Migration Zone Technical Report

SUMMARY OF PROPOSED CHANGES:

Resolution adopting the Channel Migration Zone Technical Report.

A full copy of the proposed Resolution can be found on the County website:

<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Publish: May 17, 2025

Bill: Department of Community Development

Loni Gores, MMC, Clerk of the Board



Draft Lower Elwha River Channel Migration Zone
May 5, 2025



This project is funded in part by WA Dept. of Ecology (Grant # SEASPC-2325-CLCD-00006)



Channel Migration Zones (CMZ) are areas in a floodplain where a river or stream channel can be expected to move naturally over time.

- Overall goal is to better understand the current and future patterns of erosion and flooding along the Lower Elwha River, Indian Creek, and Little River systems to incorporate risk-informed decisions into various planning processes to benefit public safety, infrastructure, and aquatic and riparian ecology.
- The Elwha River is a shoreline of statewide significance under the Shoreline Management Act (SMA).
- The removal of two dams in the Elwha River has dramatically affected the river environment downstream and at the delta.
- A detailed CMZ delineation gives planners and resource managers science-based reach scale information necessary to establish jurisdictional boundaries; better protect people, development, and natural resources from flood and erosion hazards.
- Shoreline use and development activities are regulated locally by the Clallam County Shoreline Master Program (SMP), which establishes limitations and requirements specific to CMZs.

Overview

Clallam Co | Elwha CMZ
Apr 23, 2025

Delineate a detailed CMZ for the Lower Elwha River, Indian Creek, and Little River for the 100-year timescale.

- Predict areas that are at risk of erosion along creeks and rivers in this timeframe

1. Project Background
2. CMZ mapping approach
3. Study methods
4. Draft CMZ delineation
5. Q&A and discussion



Flooding and Erosion

Clallam Co | Elwha CMZ
Apr 23, 2025



Channel Avulsion along Hot Springs Road, Upper Elwha (1/12/2016)

Flooding – inundation from high river flows.

The FEMA 100-year floodplain is a standard definition of risk area (1% chance in a given year)

Erosion – removal and transport of soil or rock by river processes.

- Bank erosion
- Channel avulsion
- Mass wasting



Study Area

Elwha River

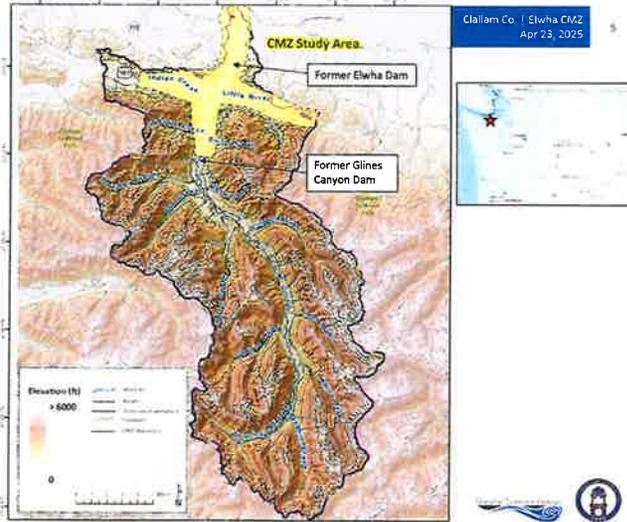
- ▶ Altair to Strait of Juan de Fuca
- ▶ 12.5 RM

Indian Creek

- ▶ Lake Sutherland to Elwha River
- ▶ 6 RM

Little River

- ▶ NPS to Elwha River
- ▶ 7 RM



Considerations of the Elwha River

Clallam Co. | Elwha CMZ
Apr 23, 2025

- Flow and sediment transport regimes
- Geomorphic reach setting
- Dam operation and removal
- Ongoing channel evolution
- Existing infrastructure



Elwha River – Upper (RM 13-11)

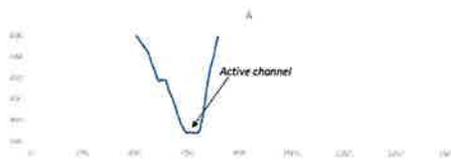
Clallam Co. | Elwha CMZ
Apr 23, 2025



Wide floodplain with multiple channels



Narrow canyon with a single channel

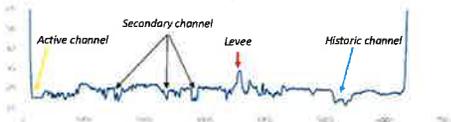


Elwha River – Delta (RM 2-0)

Clallam Co. | Elwha CMZ
Apr 23, 2025



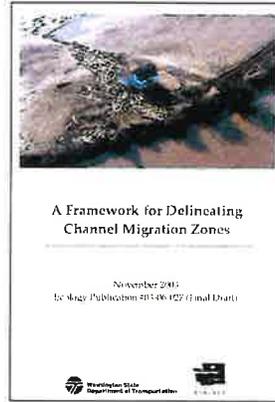
Wide river delta with active and historic channels



Detailed CMZ delineation protocol
Rapp and Abbe (2003) for 100-year study lifespan

Study methods

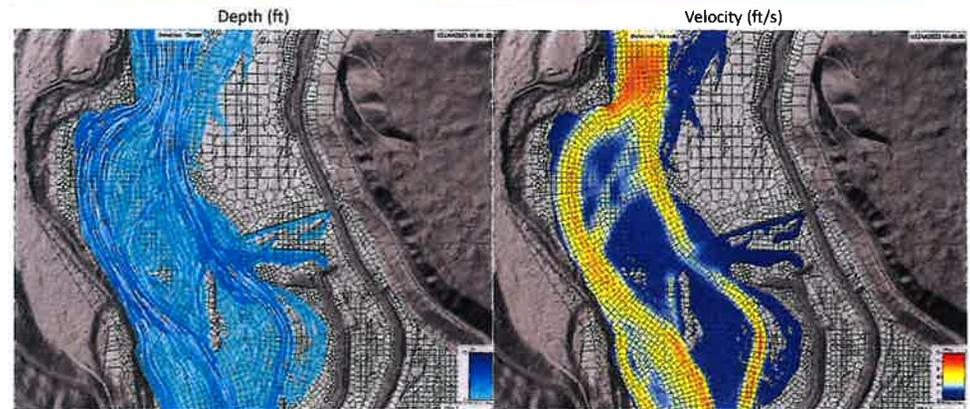
- Community and Co-Manager outreach
- Historical mapping and analysis
- Hydraulic modeling (2D)
- Geomorphic reach delineation
- Field reconnaissance
- Detailed CMZ delineation



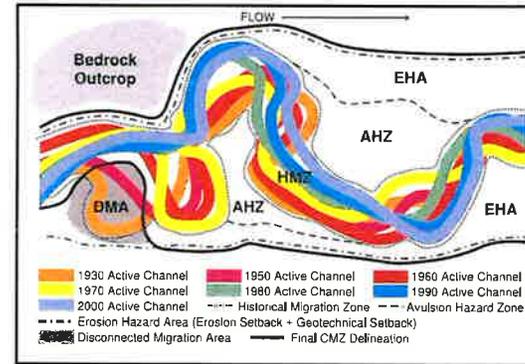
- Elwha River**
Geomorphic Reaches
- ▶ Valley confinement
 - ▶ Slope
 - ▶ Channel planform
 - ▶ Topographic/Geologic controls
- Indian Creek**
- ▶ Lake Sutherland to Elwha River
 - ▶ 6 RM
- Little River**
- ▶ NPS to Elwha River
 - ▶ 7 RM



- Topography (2018, 2014 LiDAR)
- Historical maps and aerial imagery (1873-2023)
- Surface geology (DNR)
- Landslides (DNR)
- Hydrology (USGS 12045500)
- Highways, levees, critical infrastructure
- Field observations (NSD)
- Anecdotal records (Outreach)



Delineating Elements of a Channel Migration Zone



The CMZ boundary delineates the area in which channel processes will occur over a specified period of time: 100 years

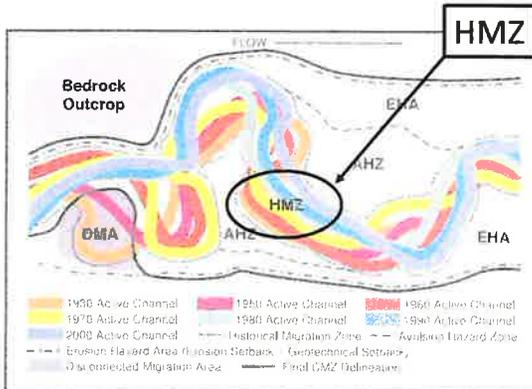
- Historical Migration Zone (HMZ)
- Avulsion Hazard Zone (AHZ)
- Erosion Hazard Area (EHA)
- Disconnected Migration Area (DMA)

$$\text{CMZ} = \text{HMZ} + \text{AHZ} + \text{EHA} - \text{DMA}$$

A Framework for Delineating Channel Migration Zones (Rapp and Abbe, 2003)



Historical Migration Zone (CMZ)



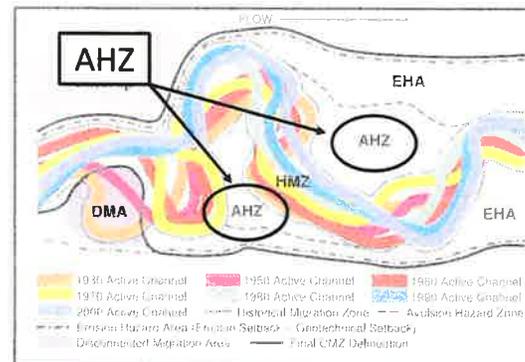
The area the channel has occupied over the course of the historical record (1875 – 2023)

- Active channel (unvegetated area) only
- Based on aerial imagery, topography, field observations

A Framework for Delineating Channel Migration Zones (Rapp and Abbe, 2003)



Avulsion Hazard Zone (AHZ)



The areas of river landscape, located outside of the HMZ, at risk of channel occupation

- Informed by topography, hydraulic modeling
- Accounts for 2 m range of vertical bed instability

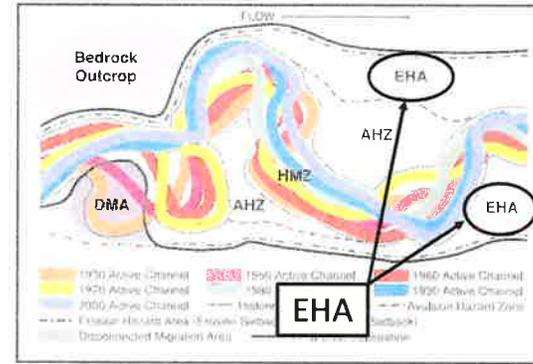
A Framework for Delineating Channel Migration Zones (Rapp and Abbe, 2003)



Avulsion Hazard Zone (AHZ)



Erosion Hazard Area (EHA)



A Framework for Delineating Channel Migration Zones (Rapp and Abbe, 2003)

Area outside the HMZ and AHZ which may be susceptible to bank erosion
 $EHA = Erosion\ Setback\ (ES) + Geotech.\ Setback\ (GS)$

- Alluvial valley bottom erosion rate based on reach averages from 1939 – 2023
- Bluff erosion rates calculated at point locations where bluff erosion has occurred (Fox Point, Ranney reach)
- Overlaid mapped landslides (DNR mapping)
- Bedrock bluffs act as restrictive material (DNR mapping and field observations)



Erosion Hazard Area (EHA)

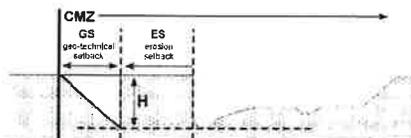
A Framework for Delineating Channel Migration Zones (Rapp and Abbe, 2003)



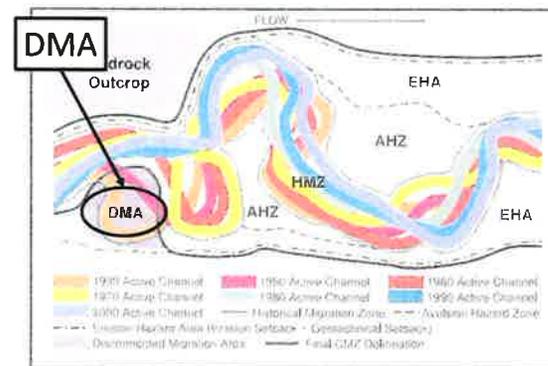
Geotechnical Setbacks (GS) account for natural adjustment of hillslopes that have been over-steepened by river erosion

- Part of the EHA

Over-steepened hillslope along west side of Elwha River valley (~RM 0.75)



Disconnected Migration Area (DMA)



A Framework for Delineating Channel Migration Zones (Rapp and Abbe, 2003)

Indicates the impact of structures by delineating the areas in which they prevent channel migration; not part of regulatory CMZ

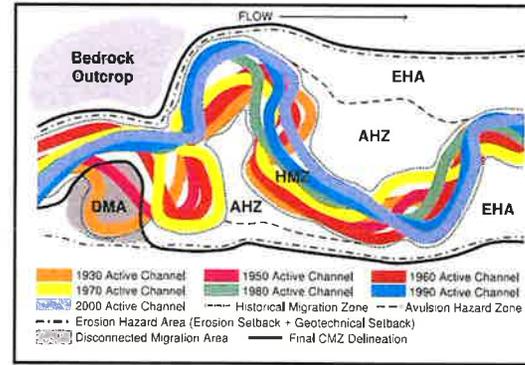
- Federal Levee
- US-101
- Ranney Well facilities
- NOT Place Rd. Levee



Disconnected Migration Area



Channel Migration Zone (CMZ)



The CMZ boundary delineates the area in which channel processes will occur over a specified period of time: 100 years

- Historical Migration Zone (HMZ)
- Avulsion Hazard Zone (AHZ)
- Erosion Hazard Area (EHA)
- Disconnected Migration Area (DMA)

CMZ = HMZ + AHZ + EHA - DMA

A Framework for Delineating Channel Migration Zones (Rapp and Abbe, 2003)

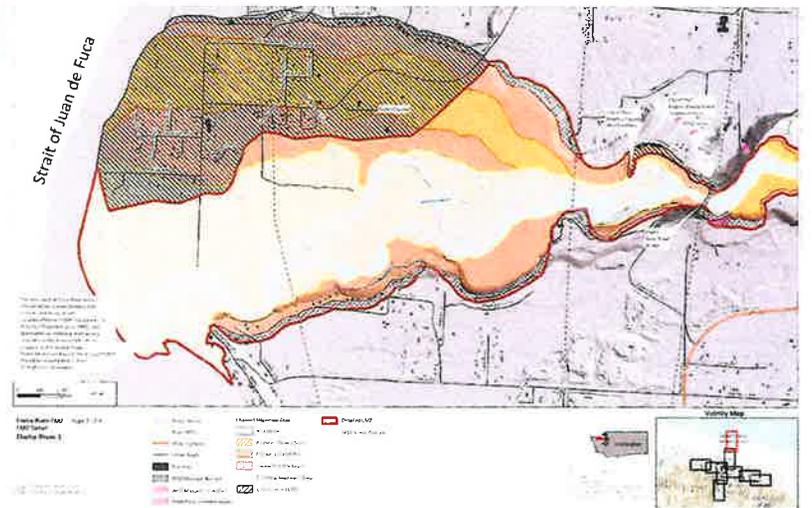


Draft CMZ Delineation

Draft CMZ Maps

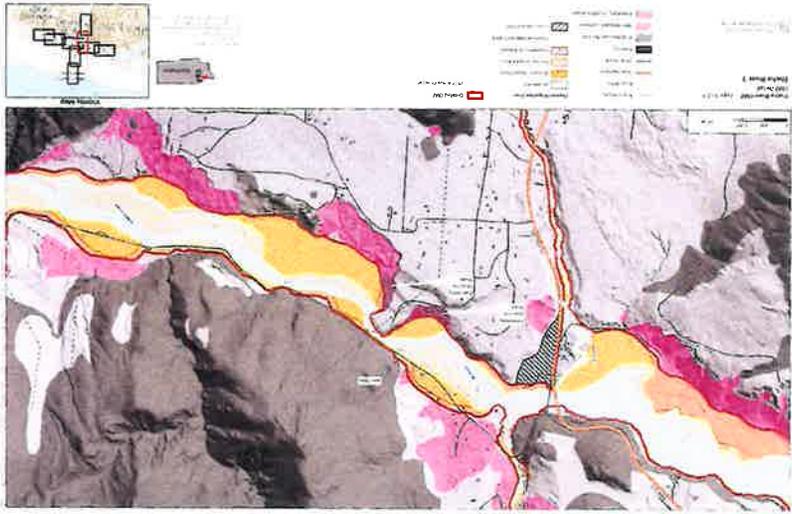


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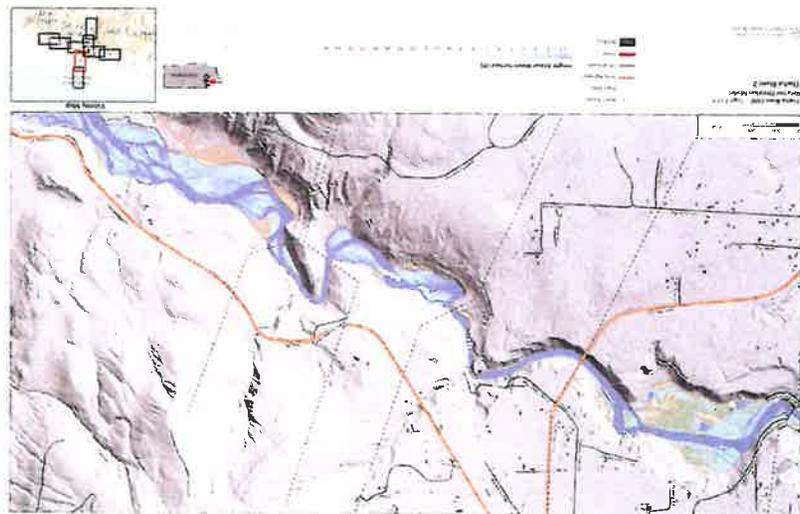
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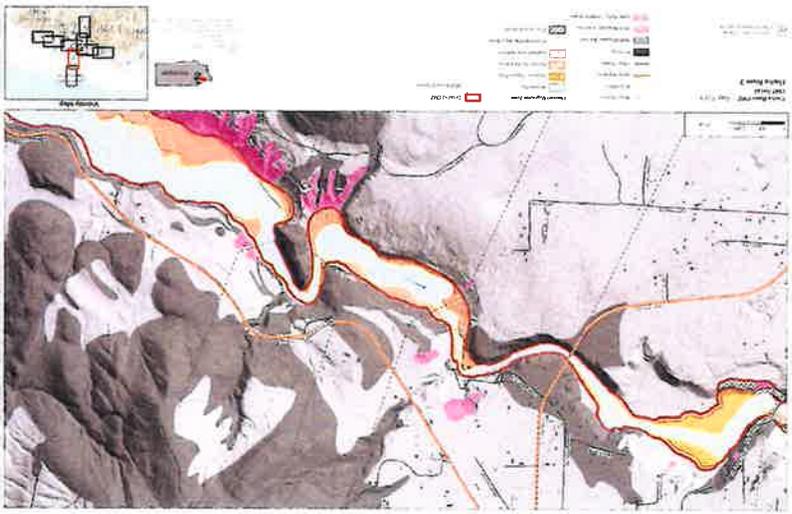
28

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27

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26

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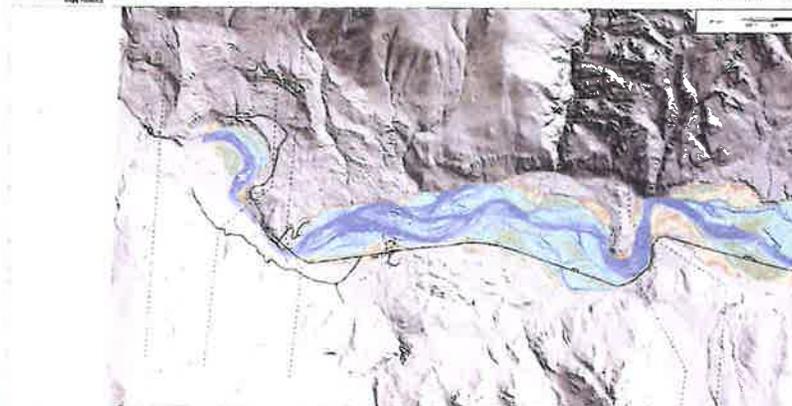
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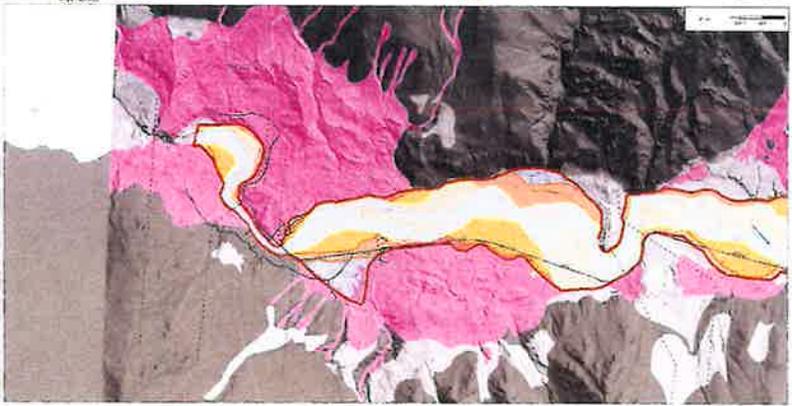
32

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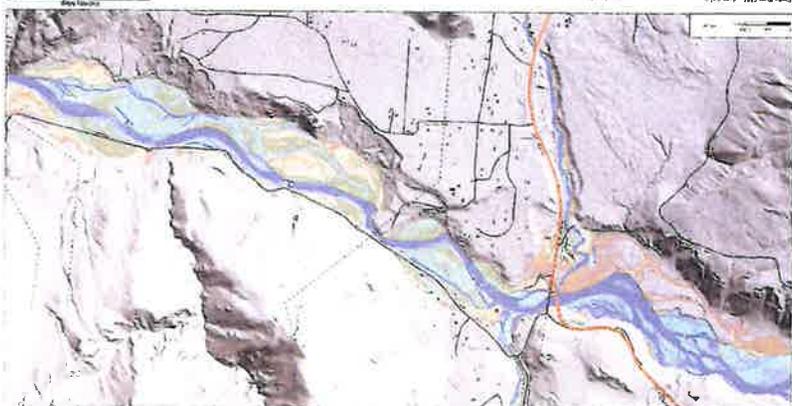
31

D



30

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29

D

D



Little River FMS
 100' Contour
 1:50,000 Scale
 Little River 1

Legend:

- Proposed Route
- 100' Contour
- 1:50,000 Scale
- Height Above Mean Sea Level (ft)
- 100' Contour
- 1:50,000 Scale

Vicinity Map

37



D



Little River FMS
 100' Contour
 1:50,000 Scale
 Little River 2

Legend:

- Proposed Route
- 100' Contour
- 1:50,000 Scale
- Height Above Mean Sea Level (ft)
- 100' Contour
- 1:50,000 Scale

Vicinity Map

38



D



Little River FMS
 100' Contour
 1:50,000 Scale
 Little River 3

Legend:

- Proposed Route
- 100' Contour
- 1:50,000 Scale
- Height Above Mean Sea Level (ft)
- 100' Contour
- 1:50,000 Scale

Vicinity Map

39



D



Little River FMS
 100' Contour
 1:50,000 Scale
 Little River 4

Legend:

- Proposed Route
- 100' Contour
- 1:50,000 Scale
- Height Above Mean Sea Level (ft)
- 100' Contour
- 1:50,000 Scale

Vicinity Map

40





Questions?



Project Team Contact Information

Clallam County DCD

Rebecca Mahan Rebecca.mahan@clallamcountywa.gov
(360) 417-2322

Natural Systems Design

Tim Abbe, PhD, LEG, LHG tim@naturaldes.com
(206) 681-8697
Aaron Lee, MS, PE aaron@naturaldes.com
(360) 797-5913
Olivia Vito, MNR olivia@naturaldes.com
(360) 477-4848





AGENDA ITEM SUMMARY

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

4a
MAY 05 2025

Department: BOCC

WORK SESSION Meeting Date: 5-5-25

REGULAR AGENDA Meeting Date: 5-13-25

Item summary:

- Call for Hearing
- Contract/Agreement/MOU - Contract # 19925.25.029
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

Executive summary:

The BOCC approved the Lodging Tax funding application for Field Arts & Events Hall on April 29, 2025 by Resolution.

This item is the Personal Services Agreement with Field Arts & Events Hall in the amount of \$60,000 to assist with the funding for the festival.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?**
These funds are included in the 2025 adopted budget – Hotel/Motel Tax Fund.

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

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

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

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 4-29-25

* 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)

Field Hall Event Center LTAC 2025 5-13-25
Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.25.030

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

Name: Port Angeles Waterfront Center dba Field Arts and Events Hall

Address: 201 W Front St, Port Angeles, WA 98362

Phone N^o: 360-504-2234

(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 13th day of May 2025 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 13th day of May 2025.

Field Arts and Events Hall

STEVE R-G

Steven Raider-Ginsburg
Title: Executive Director

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mike French, Chair

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

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

SCOPE OF WORK

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

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$60,000 for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than monthly; quarterly; semi-annually; annually; at completion of project; other (specify) One payment in the amount of \$60,000 to be paid when the contract is fully executed.

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
-----------------------------	---------------------------

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

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

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

2. AND

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

OR

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

OR

c. Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Randy Johnson
Title: Chair of the Clallam County Lodging Tax Committee
Address: 223 East 4th Street, Ste. 4, Port Angeles, WA 98362
Telephone: 360-417-2256

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

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

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

- COMPREHENSIVE GENERAL LIABILITY:**
 - Bodily injury, including death. \$1,000,000 per occurrence
 - Property damage \$1,000,000 per occurrence
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**
 - Endorsement (two year tail). \$ per occurrence
- WORKERS COMPENSATION:** Statutory amount
- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles**
 - Bodily injury, liability, including death \$ per occurrence
 - Property damage liability \$ per occurrence

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

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

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

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

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

- 4. Other (specify):.

4b

MAY 05 2025



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

Department: BOCC

WORK SESSION **Meeting Date: 5-5-25**

REGULAR AGENDA **Meeting Date: 5-13-25**

Item summary:

- Call for Hearing
- Contract/Agreement/MOU - Contract # 19925.25.029
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

Executive summary:

The BOCC approved the Lodging Tax funding application for The Dungeness Crab Festival on April 29, 2025 by Resolution.

This item is the Personal Services Agreement with The Dungeness Crab Festival in the amount of \$55,000 to assist with the funding for the festival.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?**
These funds are included in the 2025 adopted budget – Hotel/Motel Tax Fund.

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

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

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

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 4-29-25

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



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.25.029

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

Name: The Dungeness Crab Festival
Address: P.O. Box 2403
Port Angeles, WA 98362
Phone No: 360-504-6233

(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 13th day of May 2025 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 13th day of May 2025.

The Dungeness Crab Festival

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

Name:

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mike French, Chair

Date: April 29th, 2025

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with operation of The Dungeness Crab Festival.

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$55,000 for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than monthly; quarterly; semi-annually; annually; at completion of project; other (specify) One payment in the amount of \$55,000 to be paid when the contract is fully executed.

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
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Payments for completed tasks shall be made no more frequently than monthly; quarterly; semi-annually; annually; at completion of project; other (specify) .

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

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

2. AND

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

OR

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

OR

c. Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
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 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

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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: Randy Johnson
Title: Chair of the Clallam County Lodging Tax Committee
Address: 223 East 4th Street, Ste. 4, Port Angeles, WA 98362
Telephone: 360-417-2256

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

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

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

- COMPREHENSIVE GENERAL LIABILITY:**

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail).

	\$	per occurrence
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- WORKERS COMPENSATION:**

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

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

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

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

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

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

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

- 4. Other (specify):.

4C
MAY 05 2025



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION Meeting Date: 5-5-25

REGULAR AGENDA Meeting Date: 5-13-25

Required originals approved and attached?
Will be provided on:

Item summary:

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

Executive summary:

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

Port Angeles School District #121 notified the Clerk that they would like to appoint Michelle Olsen as their primary representative.

Commissioner Johnson, Vice Chair of RAC supports the appointment.

Approve a resolution to appoint Michelle Olsen to the Revenue Advisory Committee.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Date submitted: 4-21-25

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

Revenue Advisory Committee 5-13-25
Revised: 3-04-2019



RESOLUTION _____, 2025

APPOINTING A REPRESENTATIVE TO THE REVENUE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Department of Natural Resources (DNR) manages over 160,000 acres of state forest lands which include 93,000 acres of State Transfer Lands that help fund services in Clallam County such as roads, libraries, fire districts, ports, hospitals and emergency management.
2. DNR manages those certain state forest lands in trust for the benefit of Clallam County and the taxing districts within Clallam County. These beneficiaries are given most of the revenue from timber sales and other revenue-producing activities.
3. Clallam County, along with benefiting taxing districts within the County, are interested in forming an advisory group to share information and input regarding timber management and the resulting revenue distribution.
4. The County finds that such an advisory committee would be in the best interest of the County, the benefiting taxing districts within the County, and the community.
5. Port Angeles School District #121 notified the Clerk that they would like to appoint Michelle Olsen as their primary representative.
6. Commissioner Johnson, Vice Chair of RAC supports the appointment.

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

1. **Michelle Olsen** is appointed as the Port Angeles School District #121 primary representative for a term expiring December 31, 2026.

PASSED AND ADOPTED this 13th day of May 2025

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mark Ozias

4d
MAY 05 2025



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION Meeting Date: 5-5-25

REGULAR AGENDA Meeting Date: 5-13-25

Item summary:

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

Executive summary:

A vacancy exists on the Board of Equalization due to expiration of a term.

Notice of the vacancy was issued to the press March 2025 to solicit applications. The current member with an expiring term was contacted to determine if he wished to be considered for reappointment. One additional application was received.

The member whose term is expiring indicated in writing that he wished to be reappointed. His reappointment is endorsed by the Commissioner Randy Johnson.

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

None

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

Approve and sign resolution appointing.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners / Board of Equalization

Relevant Departments: Board of Commissioners / Board of Equalization

Date submitted: 4-22-25

* Work Session Meeting - Submit 1 single sided/not stapled copy Board of Equalization Swanson 5-13-25
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



RESOLUTION _____, 2025

REAPPOINTING A MEMBER TO THE
CLALLAM COUNTY BOARD OF EQUALIZATION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Board of Equalization due to expiration of a term.
2. Notice of the vacancy was issued to the press March 2025 to solicit applications. The current member with an expiring term was contacted to determine if he wished to be considered for reappointment. One additional application was received.
3. The member whose term is expiring indicated in writing that he wished to be reappointed. His reappointment is endorsed by the Commissioner Randy Johnson.

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

1. **Thomas Swanson** is reappointed to the District II position of the Board of Equalization for a term expiring May 1, 2028.

PASSED AND ADOPTED this 13th day of May 2025

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mike French

c: A22-158
Appointee
Board of Equalization