



## WORK SESSION

### BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4<sup>th</sup> Street, Room 160  
Port Angeles, Washington  
January 26, 2026

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 <https://us06web.zoom.us/j/83692664344> 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](mailto:Loni.Gores@clallamcountywa.gov)

#### **Administration – 9 a.m.**

- 1a Calendar/Correspondence
- 1b Agreement with Security Services Northwest for Courthouse security services (2b)\*
- 1c Agreement with City of Forks for housing and medical for defendants
- 1d Agreement amendment 2 with SWCA Environmental Consultants for Wildfire Protection Plan (2c)\*
- 1e Resolution calling for a hearing to be held on Tuesday, February 17, 2026 at 10:30 a.m. regarding surplus property - firearms
- 1f Letter of support for the Slip Point Lighthouse Station Project
- 1g Agreement with Department of Agriculture for Fairgrounds Rodeo Arena Renovation Project
- 1h Clallam County Parks activity update
- 1i Public records update

#### **Public Works**

- 2a Easement agreement with Wallerstedt and Horton for culvert replacement project on Quandary Creek
- 2b Notice to call for hearing to be held on Tuesday, February 17, 2026 at 10:30 a.m. regarding surplus property – real property

#### **Community Development**

- 3a Resolution appointing Chase O’Neil and Rebecca Mahan to the North Pacific Coast Lead Entity
- 3b Resolution appointing Chase O’Neil and Rebecca Mahan to the Marine Resources Committee
- 3c Request to approve an extension of Island View RV Park Binding Site Plan LDV2021-00005 to 5/20/27

#### **Board of Commissioners**

- 4a Legislative session update

### **General Discussion/Items for Future Agendas**

- Joint Meeting with the Department of Natural Resources (3/16 at 1 p.m.)
- Department of Transportation Highway 101 Projects (3/23 at 9 a.m.)
- Joint Meeting with the Port of Port Angeles (4/27 at 11 a.m. Hosted at Port)
- Joint Meeting with the Department of Natural Resources (6/15 at 1 p.m.)
- Department of Transportation Highway 101 Projects (6/22 at 9 a.m.)
- Joint Meeting with the Department of Natural Resources (8/17 at 1 p.m.)
- Department of Transportation Highway 101 Projects (9/14 at 9 a.m.)
- Joint Meeting with the Port of Port Angeles (10/26 at 11 a.m. Hosted at BOCC)
- Joint Meeting with the Department of Natural Resources (11/9 at 1 p.m.)
- Department of Transportation Highway 101 Projects (12/7 at 9 a.m.)

### **EXECUTIVE SESSION**

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

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



1b  
JAN 26 2026  
2b

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

**Department: Sheriff - JAIL**

**WORK SESSION**     **Meeting Date: 01/26/2026**

**REGULAR AGENDA**    **Meeting Date: 01/27/2026**

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

**Item summary:**

- |   |   |                                      |
|---|---|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 815-25-06 |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation   | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance  | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached:

**Executive summary:**

Security Services Northwest (SSNW) has provided armed security services for the Clallam County Courthouse and the Clallam County Juvenile and Family Services Facility since July 1, 2025. The contract includes an option to extend services for up to 18 months, if needed. Due to current staffing shortages within Corrections, the Clallam County Sheriff's Office is unable to assign Corrections Deputies to provide courthouse and courtroom security. Approval of this contract will allow the County to continue providing security services for courthouse monitoring, courtrooms at both the courthouse and juvenile facility, and Board of County Commissioners (BOCC) public meetings held on Tuesdays.

**Budgetary impact:** Total contract costs are allocated within the BOCC budget.

**Recommended action:** Board approval for SSNW Contract.

**County Official signature & print name:** Lorraine Shore, Undersheriff  C102

**Name of Employee/Stakeholder attending meeting:** Don Wenzl, Chief Corrections Deputy

**Relevant Departments:** Sheriff's Office, BOCC

**Date submitted:** 01/21/2026

\* Work Session Meeting - Submit 1 single sided/not stapled copy    Agenda Item Summary - PSA Security Services NW Jan 2026 - June 2026

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

Revised: 3-04-2019



### PERSONAL SERVICES AGREEMENT

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

Name: Security Services Northwest

Address: 250 Center Park Way  
Sequim, WA 98382

Phone No: 800-859-3463

(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

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 1<sup>st</sup> day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31<sup>st</sup> day of December 2026. This contract may be extended with a review of rates, services and needs of CCSO and County Administrative staff.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_ 2026.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Joseph D'Amico, Security Services Northwest

\_\_\_\_\_  
Mike French, Chair

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

ATTEST:

\_\_\_\_\_  
Loni Gores, Clerk of the Board

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

Originals: BOCC  
Vendor  
Initiating Department

**SCOPE OF WORK**

1. Security Services Northwest (SSNW) will provide armed security services at, and for the Clallam County Courthouse located at 223 E 4th Street, Port Angeles, WA 98362 and the Clallam County Juvenile and Family Services Facility courtroom at 1912 W. 18th Street, Port Angeles, WA 98363.
2. SSNW will provide two armed security personnel (one Officer, one Supervisor). All Officers will be properly trained, uniformed, and equipped licensed security personnel at the Courthouse, 8 hours a day, 5 days a week, Monday- Friday, except for County recognized holidays, from January 1st, 2026, until December 31, 2026.
3. SSNW will provide security personnel at the Juvenile and Family Services courtroom at 1912 W. 18th Street up to ten hours per week, on a schedule to be determined and flexible based on that court schedule each week.
4. SSNW security officer will be posted inside the courthouse for monitoring of the courthouse, courtrooms, BOCC public meetings on Tuesdays, and be posted at the security desk on the main floor and roaming as instructed. On scheduled dates determined by the Juvenile Court, a SSNW security officer will be posted in or near the juvenile courtroom.
5. SSNW will not under any circumstances, as a government agent, contractor, or at the request of a private entity, citizen or any other, act in a manner that would violate any constitutional rights or freedoms available to an American citizen. Any requests will be immediately reported to an SSNW supervisor and CCSO contract manager.
6. Due to any state of emergency, pandemics, or other uncontrollable mitigating factors, SSNW reserves all rights to modification of how services are rendered and carried out, acting in the best interests of SSNW personnel, the client, as conditions worsen or lessen, at our sole discretion, while providing the required security coverage.
7. SSNW will be supplied with radios for communication to CC Courthouse staff. SSNW will also be supplied a radio for communications to PENCOM, CCSO deputies, and other local LE and Fire agencies as needed in the event of an emergency. Radios will be stored on the chargers in the Courthouse security office when not in use during business hours.
8. SSNW Security officers and supervisors will have access to necessary portions of the Clallam County courthouse and Juvenile Facility building, while on duty, and be provided the necessary credentials, physical keys, and digital access cards labeled "CC Court House Security" by the contract manager by the start date.

9. SSNW Security Officers will act at the request of CCSO deputies, Court Room Commissioners and Judges, in the capacity contracted and authorized to perform.
10. All Invoices will be based on actual costs.
11. Additional services: Access Control, Surveillance, Emergency Response, Patrols, Public Screening and Entry Management, collaboration with local law enforcement agencies, Courtroom Commissioners and Judges, and emergency services when required.

**COMPENSATION**

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

a. Rates:

Level 1 armed Officer	\$55.00 per hour
Level 2 armed Supervisor	\$60.00 per hour

b. Additional Services

Temporary armed Officer	\$65.00 per hour
Temporary unarmed Officer	\$45.00 per hour
Passive remote camera monitoring	\$10.00 per hour
Active remote camera monitoring	\$25.00 per hour
Marked Vehicle	\$10.00 per hour
Autonomous security robot with monitoring	\$6,500 per month

**Rate Terms**

- a. Shift Minimum: 6 hours
- b. Pre-payment/deposit: not required
- c. Shift Cancellations: Service cancelled within 24-hours will be billed at the shift minimum.
- d. Terms billed weekly, net 30.
- e. Any late payment will accrue a 1.5% late fee per every 30 days.
- f. The following holidays the customer will be billed time and a half: Memorial Day, Labor Day, July 4th, Thanksgiving Day, Christmas Day, and New Year's Day.
  - All rates will be subject to an annual increase based on CPI, overhead, and other factors, effective on the anniversary of the above agreement date.

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

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title: Chief Corrections Deputy

Address: 223 E. 4<sup>th</sup> Street, Port Angeles, WA 98362

Telephone: (360) 417-2356

E-mail: Don.Wenzl@clallamcountywa.gov

Fax: (360) 417-2499

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

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

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
  - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
  - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
  - (c) Special Terms and Conditions (Attachment D); and
  - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.
37. Neither party may directly solicit employees of the other party for employment outside this Agreement. If Customer employs a Supplier's Officer previously assigned to a Customer site withing one (1) year of service agreement termination, Customer will reimburse Supplier in the amount of \$5,000.00 for cost and materials associated with recruiting, training, and maintaining the Officer.

**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): Weekly

Progress reports shall include, at a minimum, the following: All incidents requiring SSNW at the facility.

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

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

- COMMERCIAL GENERAL LIABILITY:**
  - Bodily injury, including death \$1,000,000 per occurrence
  - \$2,000,000 aggregate
  - Property damage \$1,000,000 per occurrence
  - \$2,000,000 aggregate
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)** \$2,000,000 per occurrence
- WORKERS COMPENSATION:** Statutory amount

- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
  - Bodily injury, liability, including death \$ per occurrence
  - \$ aggregate
  - Property damage liability \$ per occurrence
  - \$ aggregate
- BUSINESS AUTOMOBILE LIABILITY: \$1,000,000 per occurrence

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

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

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

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

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

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

- 4. Other (specify):.

10

JAN 26 2026



# AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION  Meeting Date: 01/26/2026

REGULAR AGENDA  Meeting Date: 02/03/2026

Required originals approved and attached?   
Will be provided on:

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 815-26-02
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:** Our correctional facility periodically holds defendants on behalf of the Forks Police Department. This agreement renews the terms of this arrangement as well as updates the costs for housing and medical.

**Budgetary impact:** Already anticipated in 2026 budget

**Recommended action:** BOCC Approval

**County Official signature & print name:** \_Sheriff Brian King 

**Name of Employee/Stakeholder attending meeting:** \_\_Don Wenzl\_\_\_\_\_

**Relevant Departments:** \_\_\_Sheriff\_\_\_\_\_

**Date submitted:** 01/20/2026

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

Agenda Item Forks Police Jail Bed Rate Contract  
Revised: 3-04-2019

815-26-08

## AGREEMENT FOR PRISONER CONFINEMENT SERVICES

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, <sup>2026</sup>~~2024~~, by and between the COUNTY OF CLALLAM, a political subdivision of the State of Washington (hereinafter "COUNTY"), and the CITY OF FORKS, a municipal corporation (hereinafter "CITY").

### REPRESENTATIONS:

1. Pursuant to RCW Chapters 39.34 and 70.48, COUNTY and CITY may enter into an Agreement, through their respective legislative bodies, whereby COUNTY shall furnish jail facilities for CITY prisoners upon such terms as may be mutually agreed upon.
2. Chapter 39.34.180 RCW specifies that Cities are responsible for the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and referred from their respective law enforcement agencies, whether filed under state law or City ordinance, and must carry out this responsibility through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreement to provide these services. Such contracts or interlocal agreements are required to take into account the anticipated costs of services as well as the anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state authorized sales tax funding levied for criminal justice purposes.
3. The CITY and COUNTY agree that the terms and conditions set forth herein are an acceptable basis for the COUNTY providing prisoner detention services, including jail and special detention arrangements, to the CITY for persons committing misdemeanor or gross misdemeanor offenses within the boundaries of CITY limits.

**AGREEMENTS:**

- 1. The Availability of Adult Corrections Facilities: COUNTY agrees to furnish its facilities and personnel for the confinement, processing, and related activities of CITY prisoners in the same manner and to the same extent as the COUNTY furnishes said services for confinement, processing, and related activities of its own prisoners. COUNTY jail facilities shall be made available and furnished for holding of CITY prisoners held upon arrest, awaiting trial, and serving imposed jail terms.**
- 2. Definition of a CITY Prisoner: The term "CITY prisoner" as used in this Agreement shall mean a person arrested by a CITY law enforcement officer and confined in the County Corrections Facility, or otherwise held in detention as provided in this agreement pursuant to a violation of CITY code or a violation of a state law or ordinance which designate the crime for which the person is held to be a misdemeanor or gross misdemeanor. If a prisoner, originally arrested for a felony offense is charged with a misdemeanor offense by the CITY, the CITY shall pay retroactively the established per diem rate. Similarly, a CITY prisoner that is charged with a felony at arraignment shall become the responsibility of the COUNTY, and per diem retroactively to booking will be the responsibility of the COUNTY. A prisoner arrested on a warrant issued by another jurisdiction within Clallam County or for charges initiated by a non-CITY officer, shall be the responsibility of the originating agency. Arrests made by CITY police on extraditable warrants outside the state of Washington will be considered COUNTY prisoners.**
- 3. Prisoner Confinement Daily Fee:**

  - a. Commencing the date of this signed agreement, CITY agrees to pay the COUNTY a daily fee, the combined cost of Bed rate and Medical rate, for the housing of CITY prisoners in the County Corrections Facility based on the rate of \$152.20. The daily confinement fee shall be charged per prisoner for each twenty-four hour period or any portion thereof beginning at time of acceptance for booking and ending at time of release from the County Corrections Facility.**

    - i. Book and Release: The cost to CITY to have a prisoner Booked and Released on a criminal charge shall be based on the full current daily per diem rate regardless of the time it takes for the County to book, photograph and fingerprint the prisoner and accomplish any supplementary paperwork. A Book and Release is the choice of CITY and can be used without regard to current jail restrictions**

or population counts used by the County to manage its resident jail population.

- b. Effective January 1 of each subsequent year, the Prisoner Confinement Daily Fee shall be recalculated utilizing the last 12 months (July 1 through June 30) Jail Operating Costs, divided by the total man days served for that period minus operating revenues related to the C.R.E.W. The COUNTY shall provide CITY with the adjusted Prisoner Confinement Daily Fee no later than August 1 for the following year. Using the same 12-month period, the Daily Medical Rate will be calculated using the Jail Medical expenditures minus medical revenue received, divided by the total man days served for that period.
- c. Prisoner fees shall be billed by the COUNTY each month and CITY shall pay said fees within thirty (30) days of billing. In the event of a mistake, the next billing after the mistake is discovered will be adjusted appropriately.
- d. When a CITY prisoner is being held on charges originating from another local government within Clallam County, the daily fee shall be divided by the number of governmental jurisdictions for which the CITY prisoner is being held.

**4. Designated Administrators and Advisory Board:**

The Clallam County Sheriff in consultation with the Forks Chief of Police shall administer this agreement pursuant to RCW 39.34.030(4)(a) and 43.376.020. Each administrator or designee will consult with each other as required or annually regarding costs, fees, and charges and regarding changes in policies, practices, or procedures, which may affect the responsibilities of the other, and will try to resolve disputes between themselves or through their designated representatives.

In the administration of this agreement, the Sheriff in consultation with the CITY shall be advised, and shall give due consideration to the recommendations of, an advisory board that shall be known as the "Clallam County Prisoner Confinement Advisory Board". The specific duties of the advisory board shall be to provide consultation and recommendations on matters relating to policy, budgeting, planning, disputed billings and operations of the County Corrections Facility and other detention facilities/programs as provided for in this agreement. The advisory board shall consist of the following members: Clallam County Undersheriff and Chief Corrections Deputy, County Administrator's representative, and representatives from each contract user agency.

**5. Jail Medical Costs:**

The County provides medical doctors and nurses for inmate medical care in the Clallam County Corrections Facility. The costs of these services are included in determining the day per diem rated charged to the CITY for CITY prisoners. Outside medical costs are expenses incurred for any treatment or procedure outside of the jail and include prescriptions, any in-patient or out-patient treatment or referral. The CITY and COUNTY agree to allocate outside medical costs through pooling costs and dividing those costs in accordance with jail man days served by respective prisoners. Medical per diem rates will be established annually as calculated in 3(b) above. The 2025 medical per diem rate is \$24.69 per day. The CITY shall be responsible for per diem medical costs for all prisoners arrested by city officers for offenses (misdemeanor, gross misdemeanor, felony) occurring in city jurisdiction. Responsibility for medical per diem will continue for all categories of prisoners through out their entire stay and the Clallam County Jail with the exception of felony prisoners sentenced to state prison. Medical per diem rates will cease at the time of sentencing for these prisoners. Prisoners arrested and confined on warrants issued in Clallam County shall be the responsibility of the originating agency. Outside warrants will be the responsibility of Clallam County for medical per diem payments. The specific payment process shall be as follows:

- a. The COUNTY shall be responsible for payment of the medical care provider.
- b. As part of the screening process upon booking or preparation of an inmate into jail, the COUNTY shall identify general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which the inmate is entitled. The COUNTY shall make this information available to the Department of Social and Health Services (DSHS), the CITY, and any provider of health care services.
- c. If the confined person is eligible under DSHS medical care programs as authorized under Chapter 74.09 RCW, the COUNTY shall provide DSHS with the health care billing information and shall request reimbursement for payment of the bill(s) in accordance with RCW 70.48.130 if possible.
- d. The CITY shall have the right to obtain reimbursement from any insurance program or from other medical benefit programs available to the confined person. Additionally, CITY shall have whatever civil or criminal remedies are available by law to recover the costs of medical care provided to the

inmate or paid by CITY. Nothing in this agreement shall limit any existing rights of any party, including the COUNTY, CITY, and medical care provider, against the person receiving the health care for the cost of the care provided.

**6. Transportation:**

- a. The CITY law enforcement officers shall be responsible for transportation of all CITY prisoners to the jail facilities for initial booking.
- b. The CITY has its own Municipal Court located outside the Clallam County Courthouse; therein the CITY shall be responsible for transportation of all its prisoners from the jail facilities for all appearances in the Municipal Court.
- c. A court appearance / transportation preparation and return fee shall be assessed for each court transport in the amount of \$152.00. In the event of a "video arraignment" occurring from inside the County Jail, said court fee shall be \$20.00. Costs may be adjusted annually to reflect increases and or decreases in facilities, personnel and equipment required to provide this service.

**7. Copy of Arrest Warrant or Citation:**

All CITY law enforcement officers placing prisoners in the COUNTY Jail shall, in every instance, complete an authorization of confinement at the time of booking of the CITY prisoner and ensure reports are filed with the Prosecuting Attorney.

**8. Transfer of Custody:**

All CITY law enforcement officers placing arrested persons in custody of the COUNTY jail, shall be required to remain in the immediate presence of the arrested person and shall be considered to have such person in their sole custody until the COUNTY booking officer receives the completed Authorization for Confinement form from the CITY officer, and the booking officer audibly states that the prisoner is secured and at such time and only then, will COUNTY come into custody of said prisoner.

When custody of a CITY prisoner is transferred to the COUNTY, the CITY prisoner shall be subject to all applicable rules, regulation and standards governing operation of the COUNTY jail, including any emergency security rules imposed by the Chief Corrections Deputy subject to the applicable rules of the Superior

Court and Title 289 WAC. Any CITY police officer delivering a prisoner to the COUNTY Jail shall comply with reasonable rules and regulations of the COUNTY jail.

**9. Release of CITY Prisoner from County Facility:**

No CITY prisoner confined in the COUNTY facility subject to this agreement shall be released except:

- a. when requested in writing by a supervisory member of the CITY Police Department for purposes of full release to street or other jail facility or for interviews by CITY police;
- b. In compliance with orders of the court;
- c. for appearance in court;
- d. if the prisoner has served his or her sentence, or bail or other recognizance has been posted as required;
- e. for placement into a Community Supervision Program as agreed to by CITY;
- f. the CITY Attorney/Prosecutor may release CITY Prisoners prior to arraignment.

**10. Record Keeping:**

COUNTY agrees to maintain a system of record keeping relative to the booking and confinement of each CITY prisoner in such style and manner as equivalent to COUNTY's records pertaining to its own prisoners. If not available through the CITY's own records, the COUNTY shall make available, upon request, to the CITY or its authorized representatives, copies of said records.

COUNTY also agrees to maintain and allow the CITY to inspect records of all revenue and expenditures pertaining to the confinement services provided for in this agreement.

**11. Posting of Bail:**

COUNTY agrees to act as agent for the CITY in the receipt of bail posted pertaining to CITY prisoners during other than normal working hours. COUNTY agrees to diligently and timely deliver or turn over said bail bonds or monies to the appropriate Court. Any monies refused for receipt by the appropriate Court shall be returned to the posting party as soon as practical.

**12. CITY Access to Prisoners:**

All CITY law enforcement officers and Investigators shall have the right to interview the prisoners at any reasonable time inside the confines of the COUNTY jail, subject only to necessary security rules. Interview space will be made available to CITY law enforcement officers in equal priority with those of any other department, including the Sheriff's Department.

**13. Equal Treatment of CITY Prisoners:**

CITY and COUNTY prisoners will be treated equally for purposes of extradition, transportation, record keeping, and access to Community Supervision Programs. During situations where jail population exceeds maximum bed capacity, policies established relating to booking restrictions, acceptance of prisoners, and release of prisoners will treat CITY and COUNTY equally.

**14. Indemnification:**

COUNTY assumes full responsibility for the health, safety and safekeeping of all CITY prisoners while in the custody of COUNTY. The COUNTY shall indemnify and hold harmless the CITY and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them.

In the event that any suit based upon such a claim, action, loss, or damage is brought against CITY, the COUNTY shall defend the same at its sole cost and expense; provided, that, CITY retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against CITY and its officers, agents, and employees, or any of them, or jointly against CITY and the COUNTY and their respective officers, agents, and employees, or any of them, the COUNTY shall satisfy the same.

The CITY shall indemnify and hold harmless the COUNTY and its elected officials, officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of CITY, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided that the COUNTY retains the right to participate in said suit if any principle of governmental or public laws is involved;

and if final judgment be rendered against the COUNTY, and its officers, agents, and employees, or any of them, or jointly against the COUNTY and CITY and their respective officers, agents, and employees, or any of them, CITY shall satisfy the same.

In executing this agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility, which arises in whole or in part from the existence or effect of CITY ordinances, rules or regulations.

If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule or regulation is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

The terms of Section 14 "Indemnification" shall survive the termination or expiration of this Agreement.

**15. Term/Termination:**

Any party wishing to terminate this agreement shall issue a written notice of intent to terminate not less than ten (10) days prior to issuing the ninety (90) day termination notice required by RCW 70.48.090.

As per RCW 70.48.090, the notice shall state the grounds for termination and any specific plans for accommodating the affected jail population.

Upon receipt of the written notice of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take in order to avoid a ninety (90) day termination notice. After the ten (10) day period has run, the party desiring to terminate this agreement may provide the other party ninety (90) days termination notice, as provided in RCW 70.48.090.

**16. Limited Re-Opener:**

The COUNTY or CITY may request (a) twelve (12) months following the signing of this agreement and every twelve (12) months thereafter that the parties meet to negotiate a change to the charges and/or procedures applied in connection with medical and/or psychiatric inmates.

**17. Disputes:**

Disputes shall be referred to the COUNTY Sheriff and the CITY Chief of Police

or City Council's designee for settlement. If disputes are not resolved by the parties within thirty (30) days of the referral, unless the parties agree to an extension of time, the dispute shall be referred to an arbitrator who has been mutually agreed upon by CITY and COUNTY.

If they cannot agree to an arbitrator, the parties may apply to the presiding judge of the Clallam County Superior Court for appointment of an arbitrator. The arbitrator's decision shall be final and binding on both parties. Each party shall pay one-half of the arbitrator's fees. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.

18. Severability:

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_

~~2021~~  
2024

CLALLAM COUNTY COMMISSIONERS

20 Jan 2026  
CITY OF FORKS

\_\_\_\_\_  
Mike French, Chair of the Board

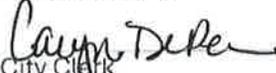
  
Mayor

CLALLAM COUNTY SHERIFF'S OFFICE



\_\_\_\_\_  
Brian King, Sheriff

Chief of Police

  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Prosecuting Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Approved as to form only by:

Jay Reno  
Civil Deputy Prosecuting Attorney  
Clallam County



**AGENDA ITEM SUMMARY** *JAN 26 2026*  
(Must be submitted NLT 3PM Wednesday for next week agenda)

*ld*  
*2c*

**Department: Sheriff's Office**

**WORK SESSION**  **Meeting Date: January 26, 2026**

**REGULAR AGENDA**  **Meeting Date: January 27, 2026**

**Required originals approved and attached?**

**Will be provided on:**

**Item summary:**

- |   |  |                                      |
|---|--|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU | #817-24-07                           |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                      | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                   | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached:

**Executive summary:**

The Sheriff's Office Emergency Management Division seeks BOCC's approval of an amendment to the professional services contract with SWCA Environmental Consultants relating to the development of the County's Community Wildfire Protection Plan. The contract amendment extends the services contract until March 20, 2026.

**Budgetary impact:**  **No Budget Impact**

**Recommended action:** Approve professional services contract amendment with SWCA Environmental

**County Official signature & print name:**  Sheriff Brian J. King

**Name of Employee/Stakeholder attending meeting:** Diane Harvey, Special Projects Manager

**Relevant Departments:** Sheriff's Office

**Date submitted:** 01/21/26

\* 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: Community Wildfire Protection Planning  
Revised: 3-04-2019



SERVICES AGREEMENT CHANGE ORDER 2

SWCA, Incorporated
20 E Thomas Road, Suite 1700
Phoenix, Arizona 85012
Tax I.D. Number 860483317

Project Name: Clallam County Community Wildfire Protection Plan Project Number: 00090108-000-POR
Client: Clallam County Date : January 15, 2026
SWCA Project Manager: Matt Cook

The purpose of this Change Order is to reflect certain modifications to the contract for services ("Agreement") entered into between SWCA, Incorporated ("SWCA") and the client identified above ("Client") pursuant to which SWCA agreed to provide certain services to Client. SWCA and Client agree to the following modifications:

Changes in Scope of SWCA Services: The following describes any changes in the scope of services to be provided by SWCA: [describe any additional services, reductions in scope or other modifications]

The estimated completion date of the work under this Agreement is extended to March 20, 2026. SWCA will provide Task 1-9 deliverables to the County by February 27, 2026.

Changes in Fees for SWCA Services: The following describes any changes in the amount of fees payable to SWCA: [describe any additional fees, reductions or other modifications; describe whether additional fees are to be billable as provided in original contract or on another basis (e.g., fixed fee or time and materials)]

n/a

Changes in SWCA Cost Reimbursement: The following describes any changes in costs reimbursable to SWCA: [describe any changes in the nature or amount of reimbursable costs]

n/a

Changes in Payment Terms: The following describes any changes in payment terms for fees and costs payable to SWCA: [indicate whether payment terms are same as original contract or whether payment terms are being modified]

n/a

Other Changes: The following describes any other changes in the terms of the Agreement: [describe any other significant changes such as changes in estimated completion date]

n/a

Except as modified by this Change Order, the terms of the Agreement shall remain in full force and effect. This Change Order is hereby incorporated into the Agreement.

SWCA Environmental Consultants SWCA Incorporated, an Arizona corporation
By:

Client: Clallam County

(signature)

By: (signature)

Name:
Title:
Date:

Name: Mike French
Title: Chair, Board of Clallam County Commissioners
Date:

Approved as to Form
Only. Jay Reno, Clallam
County Civil Deputy



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

1e  
JAN 26 2026

**Department: Sheriff**

**WORK SESSION**  **Meeting Date: 01/26/26**

**REGULAR AGENDA**  **Meeting Date: 02/03/26**

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

**Item summary:**

- |  |  |                                      |
|--|--|--------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                      |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance                     | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached:

**Executive summary:**

The Sheriff's Office has two Smith & Wesson MP 2.0 pistols with three magazines, one Sig Sauer P229 pistol with three magazines, and one Marlin 922m rifle, all of which are no longer used by the department. It is desired that these pistols be declared surplus to purchase at private sale as used equipment by the former Sheriff/deputy who carried the weapon during their career. The process for declaring property surplus and disposing of surplus property is set forth in Chapter 36.34 RCW and Clallam County Administrative Policy 455. This process involves:

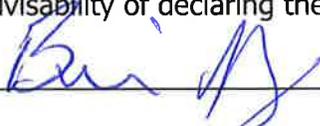
1. The BOCC holding a public hearing after publication of notice thereof,
2. The BOCC declaring the property surplus and allowing purchase by the former employee,
3. The Sheriff's Office selling the property to the former employee for fair market value.

**Budgetary impact:**

Pursuant to RCW 36.34.120, proceeds from the sale of used equipment must be credited to the fund from which the original purchase price was paid. The sale proceeds will off-set costs paid from the Sheriff's Office Operations Budget.

**Recommended action:**

Adopt the attached resolution scheduling a public hearing on February 17, 2026 for the purpose of receiving public comment on the propriety and advisability of declaring the property surplus.

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

**Name of Employee/Stakeholder attending meeting:** Sheriff King, Chief Deputy Biasell

**Relevant Departments:** Sheriff's Office

**Date submitted:** 01/20/26

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\* Work Session Meeting - Submit 1 single sided/not stapled copy      Agenda Item Summary call for hearing Feb26  
 \*\* Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)      Revised: 3-04-2019



RESOLUTION \_\_\_\_\_, 2026

CALL FOR HEARING ON THE PROPOSED SALE OF SURPLUS PROPERTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Sheriff's Office has determined that two Smith & Wesson MP 2.0 pistols with three magazines, one Sig Sauer P229 pistol with three magazines, and one Marlin 922m rifle, all are no longer usable by the department now or in the foreseeable future. The serial numbers of the two Smith & Wesson MP 2.0 pistols are: NCW6720 and HSN3357. The serial number for the Sig Sauer P229 is AM13134. The serial number for the rifle is 1338004.
2. The Sheriff's Office desires to sell these pistols and rifle at private sale to the former Sheriff Deputy who carried the firearm as part of their issued equipment during their career, pursuant to Clallam County Administrative Policy 455. The firearms will be sold at fair market value to off-set the cost of future County law enforcement equipment purchases. Proceeds for the sale of the equipment will be deposited into the County General Fund.
3. Pursuant to Chapter 36.34 RCW and Clallam County Administrative Policy 455, the Board of Clallam County Commissioners has the responsibility to declare property surplus and to approve sale of this property after holding a public hearing to determine the propriety and advisability of such proposed action.

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

1. A public hearing on the proposed sale of surplus property listed above be held in the Commissioner's meeting room, 223 East 4<sup>th</sup> Street, Room 160, Port Angeles, Washington at 10:30 a.m. on February 17, 2026.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mike French, Chair

\_\_\_\_\_  
Randy Johnson

ATTEST:

\_\_\_\_\_  
Loni Gores, Clerk of the Board

\_\_\_\_\_  
Mark Ozias

Publish: February 6 and February 13, 2026

Bill: Sheriff's Office

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# AGENDA ITEM SUMMARY

17  
JAN 26 2026

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

**Department: Parks, Fair, & Facilities**

**WORK SESSION**  **Meeting Date:** 1.26.2026

**REGULAR AGENDA**  **Meeting Date:** 2.3.2026

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

**Item Summary:**

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

Documents exempt from public disclosure are attached:

**Executive summary:** A letter to the Honorable Senator Patty Murray in support of the Slip Point Lighthouse Keepers nonprofit group and their ongoing efforts to preserve, protect, and honor the historic Slip Point Lighthouse Station.

**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?**

N/A

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

Sign and Send the Letter to Senator Murray

**County Official signature & print name:**  Don Crawford, Director

**Name of Employee/Stakeholder attending meeting:** Don Crawford

**Relevant Departments:** Board of Commissioners, Parks, Fair & Facilities Department

**Date submitted:** 1.21.2026

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

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



# Board of Clallam County Commissioners

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

Email: [commissioners@clallamcountywa.gov](mailto:commissioners@clallamcountywa.gov)

*Todd Mielke, County Administrator*

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

3 February 2026

The Honorable Patty Murray  
154 Russell Senate Office Building  
Washington, D.C. 20510

Dear Senator Murray,

We, the Clallam County Board of Commissioners, are writing to formally express our support for the Slip Point Lighthouse Keepers nonprofit group and their ongoing efforts to preserve, protect, and honor the historic Slip Point Lighthouse Station.

Congressional intent to transfer this property to Clallam County was established in 2001. Our community has now been waiting more than 25 years for this transfer to be completed. During that time, residents and volunteers have remained committed to ensuring this important historic site is responsibly stewarded for public benefit.

Recently, the Slip Point Lighthouse Keepers nonprofit has dedicated more than three years of active effort toward advancing this long-delayed process. The successful transfer and preservation of this site would provide clear benefits to Clallam County, including increased tourism, economic activity, historic preservation, and enhanced public access.

We respectfully request assistance in supporting progress by helping to facilitate:

- Written permission from the U.S. Coast Guard allowing the nonprofit to pursue grant funding
- Clarification and resolution of the outstanding lease involving the Clallam County Sheriff's Department
- A clear written timeline regarding the abatement of the Slip Point Lighthouse property and the keepers' house from the U.S. Coast Guard

Clallam County recognizes the value of this project and supports collaborative efforts that bring transparency, accountability, and movement forward to a process that has been delayed for decades. We believe the time has come to provide clarity and move this community-driven effort forward.

Thank you for your attention to this matter and for your continued service to Washington State.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



# AGENDA ITEM SUMMARY

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

19  
JAN 26 2026  
JAN 26 2026

Department: Parks, Fair, & Facilities

WORK SESSION  Meeting Date: 1.26. 2026

REGULAR AGENDA  Meeting Date: 2.3.2026

Required originals approved and attached?   
Will be provided on:

**Item Summary:**

- Call for Hearing  Contract/Agreement/MOU - Contract # 305-26-001
- Resolution  Proclamation  Budget Item
- Draft Ordinance  Final Ordinance  Other:

Documents exempt from public disclosure are attached:

**Executive summary:** Approval of 2026 WSDA Fair Program Grant Agreement K6378- Fairgrounds Rodeo Arena Renovation.

**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?**

Reimbursable Grant with In-Kind-Match from County Fair and Olympic Peninsula Rodeo Association

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

Approve the grant and provide **an electronic signature** to execute the agreement.

**County Official signature & print name:**  Don Crawford, Director

**Name of Employee/Stakeholder attending meeting:** Don Crawford

**Relevant Departments:** Board of Commissioners, Parks, Fair & Facilities Department

**Date submitted:** 1.21.2026

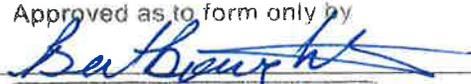
\* Work Session Meeting - Submit 1 single sided/not stapled copy 2026 WSDA Fair Program Grant Agreement K6378 BOCC Agenda Summary  
\*\* Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

305-26-001

**GRANT AGREEMENT FACE SHEET**

Agreement Number: K6378

**Washington State Department of Agriculture  
FAIRS PROGRAM  
CAPITAL PROJECT GRANTS**

<b>1. Grantee</b> Clallam County 223 E Fourth Street, Suite 7 Port Angeles, WA, 98362		<b>2. Fair Facility</b> Clallam County Fair 1608 W 16 <sup>th</sup> Street Port Angeles, WA 98363	
<b>3. Grantee Representative</b> Donald Crawford, Director Phone: (360) 797-8283 Email: <a href="mailto:Donald.crawford@clallamcountywa.gov">Donald.crawford@clallamcountywa.gov</a> 223 E Fourth Street, Suite 7 Port Angeles, WA, 98362		<b>4. WSDA Representative</b> Anne Almonte, Fairs Program Administrator Phone: (360) 902-2043 Email: <a href="mailto:fairs@agr.wa.gov">fairs@agr.wa.gov</a> 1111 Washington Street SE PO Box 42560 Olympia, WA 98504-2560	
<b>5. Grant Amount</b> \$250,000.00		<b>6. Grant Start Date</b> Upon Final Signature	<b>7. Grant End Date</b> May 31, 2027
<b>8. Biennium:</b> 2025-2027		<b>9. Project Must Be Completed By</b> May 31, 2027	
<b>10. Tax ID #</b> 91-6001298	<b>11. Statewide Vendor #</b> 0000200-16	<b>12. UBI #</b> 054-004559	
<b>13. Grant Purpose</b> WSDA and Grantee have entered into this Agreement to provide funding for a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public pursuant to RCW 15.76.165. Grantee will use grant funding to update the rodeo arena, cattle stripping chutes, middle catch pens; purchase or repair swinging gates; purchase and install slam gates; purchase and install arrow sorter; update lighting in the West arena, announcer booth, and main grandstands, as further described in Section 4 of the Terms and Conditions.			
WSDA and Grantee agree to the terms of this Agreement as set forth in this Grant Agreement Face Sheet, the Terms and Conditions, and the following documents incorporated by reference: Attachment I: Grantee's Application for Capital Improvement Grant Funds; Attachment II: Certification of Non-State Matching Funds and Value of In-Kind Services to Complete Project. This Agreement governs the rights and obligations of both parties to this Agreement, which is executed on the date below to start as of the date and year last written below.			
<b>FOR THE GRANTEE</b> By signing this agreement, I bind the Grantee to this Agreement and certify that I am authorized to do so.		<b>FOR THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE</b>	
<hr/> Mike French Commissioner		<hr/> Hannah Mosley-Gonzales Administrative Regulations Manager	
<hr/> Date		<hr/> Date	
<input type="checkbox"/> <b>Additional signatures on next page</b> Check box if true Approved as to form only by 		<b>TEMPLATE APPROVED AS TO FORM</b> <u>Steve Scheele, Assistant Attorney General, on 7/3/2025</u>	

Bert Dee Boughton  
 Civil Deputy Prosecuting Attorney  
 Clallam County

# TERMS AND CONDITIONS

## Washington State Department of Agriculture Fairs Program CAPITAL PROJECT GRANT

### 1. DEFINITIONS

The following definitions apply throughout this Agreement.

"Agreement" means this Capital Project Grant Agreement, specifically the Grant Agreement Face Sheet, the Terms and Conditions, and all documents incorporated by reference including Attachment I: Grantee's Application for Capital Improvement Grant Funds, Attachment II: Certification of Non-State Matching Funds and Value of In-Kind Services to Complete Project.

"Capital Project" and "Project" mean the capital improvement project described in Section 4.

"Fair Facility" means the agricultural fairgrounds or fair facility owned by the Grantee and located at the address shown for the Fair Facility on the Grant Agreement Face Sheet.

"Grant Amount" means the total amount of funding under this Agreement, as set forth on the Grant Agreement Face Sheet.

"Grantee" means the entity identified as the Grantee on the Grant Agreement Face Sheet, who is a Party to the Agreement, and includes all employees and agents of the Grantee.

"WSDA" means the Washington State Department of Agriculture, who is a Party to the Agreement.

### 2. AUTHORITY AND PURPOSE

Acting under the authority of RCW 15.76.165, WSDA has awarded the Grantee funding under this Agreement to undertake a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public. Grantee will undertake, by whatever legal means, to construct, install, build, or otherwise cause the completion of the Capital Project at the Fair Facility. Grantee must perform all Project activities in accordance with this Agreement's terms and conditions and all applicable federal, state, and local laws and ordinances, which by this reference are incorporated into this Agreement as though set forth fully herein.

### 3. FUNDING

WSDA shall pay an amount not to exceed the awarded Grant Amount for the eligible costs necessary for or incidental to the performance of work as set forth for the Capital Project.

### 4. CAPITAL PROJECT

Grantee must use the funding awarded by WSDA under this Agreement solely for the capital improvement project set forth in Attachment I: Grantee's Application for Capital Improvement Grant Funds, which includes update the rodeo arena, cattle stripping chutes, middle catch pens; purchase or repair swinging gates; purchase and install slam gates; purchase and install arrow sorter; update lighting in the West arena, announcer booth, and main grandstands.

### 5. COMMUNITY BENEFITS

In consideration for the funding under this Agreement, Grantee agrees to provide the following community benefits.

- a. Use of the Capital Project in the course of holding an agricultural fair as defined by RCW 15.76.110.
- b. If charging admission fees for the agricultural fair(s), a charge to the general public that is reasonable and consistent with the standard fees charged at other public agricultural fairs and, to the extent possible, discount or free admission to special populations such as military families, foster families, student groups, seniors, babies, and toddlers.
- c. Access to the Fair Facility and its exhibits and programs to persons of differing abilities.
- d. Where possible, availability of the Fair Facility for rental at reasonable or discounted cost for educational or public programs benefitting the public.
- e. Space for charity and other nonprofit community organizations to conduct fundraising or educational activities.

- f. Support other local groups and programs in promoting the welfare of farm people and rural living including the exhibition of livestock and agricultural produce of all kinds, and exhibition of related arts and manufactures including products of the farm home, and exhibition of educational contests, displays, and demonstrations designed to train youth.

## **6. CHANGE OF OWNERSHIP OR USE**

- a. Grantee understands and agrees that Grantee must hold and use all real property and facilities acquired, constructed, improved, or rehabilitated with Grant funds for a period of at least three (3) years following termination or expiration of this Agreement for the express purpose(s) of the Capital Project and the Community Benefits under Section 5 ("Commitment Period").
- b. If the Grantee is found to be out of compliance with this section, the Grantee must repay to the state general fund the amount of the grant and interest as provided in the Recapture provision, Section 17.

## **7. CERTIFICATION OF NON-STATE MATCHING FUNDS OR IN-KIND SERVICES**

- a. The release of state funds under this Agreement is contingent upon the Grantee certifying that it has expended or has access to non-state matching funds or in-kind services from other sources as set forth in Attachment II: Certification of Non-State Matching Funds and In-Kind Services to Complete the Project to complete all construction and activities identified for the Capital Project.
- b. Grantee shall maintain records sufficient to evidence that it has access to or has expended funds from such sources, and shall make such records available for WSDA's review upon request.

## **8. PROJECT EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

WSDA will make payments to the Grantee on a reimbursement basis only. For the purposes of this Agreement, eligible costs are construed to mean costs incurred and paid by the Grantee. Only costs incurred between (1) the grant start date and (2) the grant end date, as shown in the Grant Agreement Face Sheet, and timely invoiced are eligible for reimbursement under this Agreement. No final invoice voucher is eligible for reimbursement unless it is submitted at the same time as or after submittal of the Certified Project Completion Report in Section 11.

Grantee must not request reimbursement for services and expenses that Grantee has charged or will charge to the state of Washington or any other party under any other contract or agreement. WSDA is not liable for payment of such charges.

Disallowed Costs: The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## **9. BILLING PROCEDURES AND PAYMENT**

- a. WSDA will reimburse Grantee for eligible project expenditures up to the maximum payable under this Agreement. Grantee must submit a signed and completed Invoice Voucher (Form A-19), referencing the project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by an official of the Grantee with authority to bind the Grantee.
- b. Grantee may submit a single Invoice Voucher for the full grant amount or no-more-than-monthly periodic Invoice Vouchers. WSDA will reimburse no more than seventy-five percent (75%) of the grant amount until all project activities are complete and the Grantee submits a complete Certified Project Completion Report as required by Section 11.
- c. Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date, and all receipts associated with work described in the Project Status Report. WSDA will not release payment for any reimbursement request without receiving a Project Status Report.
- d. The Grantee shall submit all Invoice Vouchers and any required documentation to the WSDA Representative listed on the Face Sheet. Required documentation must include required reports, receipts, invoices, and proof of payment. Acceptable forms of proof of payment include cleared checks (front and back), local government general ledger reports, bank records, or zero balance receipts.
- e. WSDA will process reimbursement after approving the Invoice Voucher and Project Status Report.
- f. Payment shall be considered timely if made by WSDA within thirty (30) calendar days after receipt of properly completed invoices.
- g. Grantee must submit an annual invoice for all work completed during each state fiscal year where there are any Project invoices that the Grantee has not yet submitted for reimbursement. This includes submitting an

invoice voucher by July 15, 2026 for all activity July 1, 2025 through June 30, 2026 and submitting the final invoice voucher no later than July 15, 2027 for all activity July 1, 2026 through June 30, 2027. Unless the Legislature has re-appropriated the funding, WSDA will not make payment on vouchers submitted after July 15, 2027.

## **10. QUARTERLY REPORTS**

- a. Grantee shall submit quarterly reports to WSDA by the due date on each report form.
- b. By December 31, 2026, Grantee must affirm in writing that the project will be completed by May 31, 2027, unless Grantee has prior submitted a Certified Project Completion Report.
- c. The Grantee shall furnish WSDA with other reports as WSDA may require.
- d. Failure to file reports as requested may result in termination of this Agreement.

## **11. CERTIFIED PROJECT COMPLETION REPORT**

The Grantee shall complete a Certified Project Completion Report when the Capital Project is complete. The report must include:

- a. A certified statement that the Capital Project is complete and, if applicable, meets required standards.
- b. Before and after photographs, either hard copy or electronic, of the Fair Facility showing the Capital Project.
- c. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the Capital Project. This includes the value of in-kind services performed.
- d. Certification that all costs associated with the project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- e. Certification that Grantee is and will continue to provide Community Benefits set forth in Section 5.
- f. A final invoice voucher for the remaining eligible funds, unless Grantee intends to submit the final invoice voucher after submitting the project completion report.

## **12. LACK OF ADEQUATE PROGRESS**

Grantee's inability to affirm by December 31, 2026, that the project will be complete by May 31, 2027, is a basis for WSDA to terminate the Agreement in whole or in part for cause as provided in Section 28. At WSDA's discretion, the parties may modify this Agreement in lieu of termination.

## **13. EVALUATION AND MONITORING**

- a. The Grantee shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDA, including site inspections, if requested.
- b. If requested by WSDA, Grantee must provide photographs, either hard copy or electronically, which visually depict the progress made on the project.
- c. WSDA or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Grantee's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement at no cost. Such rights last for six (6) years from the date final payment is made.

## **14. SIGNAGE, MARKERS, AND PUBLICATIONS**

If, during the period covered by this Agreement, the Grantee displays or circulates any communication, publication, or donor recognition identifying the financial participants in the project, any such communication or publication must identify "The State of Washington" and "The Washington State Department of Agriculture – Fairs Program" as participants.

## **15. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy, and barrier-free codes. The Grantee must comply with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

## 16. PREVAILING WAGE LAW

The project funded under this Agreement is subject to state prevailing wage law (chapter 39.12 RCW). The Grantee is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine the prevailing wages that must be paid. WSDA is not responsible for determining the prevailing wages applying to this project or for any prevailing wage payments that may be required by law.

## 17. RECAPTURE PROVISION

- a. If Grantee fails to expend state funds in accordance with state law or the provisions of this Agreement, WSDA reserves the right to recapture state funds in an amount equivalent to the principal amount of the grant plus interest. Interest is calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.
- b. Repayment by the Grantee of state funds under this recapture provision shall occur within thirty (30) days of demand. If WSDA is required to institute proceedings to enforce this recapture provision, WSDA is entitled to its cost thereof, including reasonable attorney's fees.
- c. If Grantee fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, WSDA reserves the right to recapture all funds disbursed under the Agreement, in addition to any other remedies available at law or in equity.

## 18. AMENDMENTS

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

## 19. SAVINGS

If funding from state or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, WSDA may terminate the Agreement for convenience under Section 28, without the ten (10) business days' notice requirement. In lieu of termination and at WSDA's discretion, the parties may amend the Agreement to reflect the new funding limitations and conditions.

## 20. NONDISCRIMINATION

- a. **Nondiscrimination Requirement.** During the term of this Agreement, Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Grantee, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Grantee, or subcontractor, has a collective bargaining or other agreement.  

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.
- b. **Obligation to Cooperate.** Grantee, including any subcontractor, shall cooperate and comply with any Washington State agency investigation regarding any allegation that Grantee, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- c. **Default.** Notwithstanding any provision to the contrary, WSDA may suspend Grantee, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSDA receives notification that Grantee, including any subcontractor, is cooperating with the investigating state agency. In the event Grantee, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSDA may terminate this Agreement in whole or in part, and Grantee, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Grantee or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, Grantee, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Grantee may also be required to repay grant funds pursuant to Section 17 (Recapture) of the Terms and Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. WSDA shall have the right to deduct from any monies due to Grantee or

subcontractor, or that thereafter become due, an amount for damages Grantee or subcontractor will owe WSDA for default under this provision.

## 21. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Agreement, Grantee shall cooperate with WSDA to complete the requirements of Governor's Executive Order 21-02 or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. **WSDA will not disburse any funds under this Agreement unless and until WSDA determines that adequate consultation has been completed as required by Executive Order 21-02. Project activities commenced prior to the completion of adequate consultation may not be reimbursed and are undertaken at Grantee's own risk.**

Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless WSDA and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, Grantee shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with WSDA and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Capital Project design and **prior to construction** to determine the existence of any tribal cultural resources affected by the Capital Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the WSDA Representative identified on the Grant Agreement Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services for any activities associated with the Capital Project to be funded under this Agreement.

In addition to the requirements set forth in this Agreement, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the parties find it necessary to amend the scope of the Capital Project, the Grantee may be required to re-comply with Governor's Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

## 22. CONFLICT OF INTEREST

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

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a grant award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

If the Grantee has a parent, affiliate, or subsidiary organization that is not a state or local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate,

or subsidiary organization, the grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

### **23. DISPUTES**

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

The request for a dispute hearing must:

- a. Be in writing;
- b. State the disputed issues;
- c. State the relative positions of the parties;
- d. State the Grantee's name, address, and Grant Agreement number; and
- e. Be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

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

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

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

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

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

### **24. ATTORNEYS' FEES**

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

### **25. HOLD HARMLESS**

- a. This Agreement is solely for the benefit of the parties and gives no right to any other entity that is not a party to this Agreement. Each party is responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- b. This indemnification clause also applies to all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement must include a provision that WSDA and the state of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.

### **26. INDEPENDENT CAPACITY OF GRANTEE**

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

### **27. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, receipts, documents, data, and other evidence relating to this Agreement and Capital Project for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review, or audit by WSDA, personnel duly authorized by WSDA, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement. If any litigation, claim, or audit is started

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

## **28. TERMINATION OR SUSPENSION**

- a. For Cause: If WSDA determines the Grantee has failed to comply with the conditions of this Agreement in a timely manner, WSDA has the right to terminate this Agreement. Before terminating the Agreement, WSDA shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within twenty (20) calendar days, WSDA may terminate the Agreement and seek recapture of funds as provided in Section 17.
- b. For Failure to Complete: If the Grantee fails to complete the Capital Project by the Project Completion Date shown on the Grant Agreement Face Page, WSDA may terminate this Agreement and seek recapture of funds as provided in Section 17.
- c. For Convenience: Except as otherwise provided in this Agreement, WSDA may terminate this Agreement, in whole or in part, after ten (10) days written notice, beginning on the second day after the mailing. If this Agreement is so terminated, WSDA shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.
- d. For Fraud or Misrepresentation: In the event the Grantee commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Agreement, WSDA reserves the right to terminate this Agreement immediately or amend this Agreement accordingly and seek recapture of funds as provided in Section 17.
- e. Suspension: WSDA reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of an alleged compliance breach and pending corrective action by the Grantee or a decision by WSDA to terminate the Agreement.
- f. The rights and remedies of WSDA provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **29. FRAUD AND OTHER LOSS REPORTING**

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

## **30. ORDER OF PRECEDENCE**

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

- a. Applicable federal and state of Washington statutes and regulations
- b. Grant Agreement Face Sheet
- c. Terms and Conditions
- d. Attachments

## **31. OWNERSHIP OF PROPERTY**

WSDA makes no claim to any real property improved or constructed with funds awarded under this Agreement, does not assert, and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Agreement. This provision does not extend to claims that WSDA may bring against the Grantee in recapturing funds expended in violation of this Agreement.

## **32. ENTIRE AGREEMENT**

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

## **33. GOVERNING LAW AND VENUE**

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

#### **34. SEVERABILITY**

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

#### **35. SURVIVAL**

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant shall so survive, including but not limited to the following sections: Capital Project, Community Benefits, Change of Ownership or Use, Evaluation and Monitoring, Recapture Provision, Hold Harmless, and Records Maintenance.

#### **36. WAIVER**

WSDA's failure to insist on strict performance of any provision in this Agreement or to exercise any right based upon a breach of any provision or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

#### **37. GRANT MANAGEMENT**

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

#### **38. STATE PUBLIC WORKS**

For work done at the cost of the State, Grantee must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If Grantee has questions about compliance, Grantee will need to visit the Washington State Department of Labor & Industries Public Works Projects website for more information.

#### **39. REAPPROPRIATION**

- a. The parties hereto understand and agree that any State funds not expended by the Grant End Date listed on the Grant Agreement Face Sheet will lapse on that date, unless the parties have executed an amendment to extend the Grant End Date prior to that date.
- b. Unless specifically reappropriated by the Washington State Legislature, State funds provided for this program lapse on June 30, 2027. If funds are reappropriated and the Grant Agreement has been amended to extend the original Grant End Date, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- c. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, WSDA reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

#### **40. BREACHES OF OTHER STATE CONTRACTS**

Grantee is expected to comply with all other contracts and grant agreements executed between Grantee and the state of Washington. A breach of any other contract or grant agreement entered into between Grantee and the state of Washington may, in WSDA's sole discretion, be deemed a breach of this Agreement.

#### **41. PUBLIC RECORDS ACT**

WSDA is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by WSDA or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter WSDA's obligations under the PRA.

#### **42. INSURANCE**

- a. Insurance Requirements for Reimbursable Activities

The Grantee must have insurance coverage that is substantially similar to the coverage described in subsection b below for all periods in which Grantee performed work for which it will seek reimbursement. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the Grantee or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

- b. Insurance Requirements During the Term of the Grant Agreement

- i. The Grantee shall provide proof to WSDA of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:
- A. **Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Terms and Conditions Section 6a. This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Terms and Conditions Section 6a.
  - B. **Property Insurance.** The Grantee shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:
    - 1) Loss or damage by fire and such other risks;
    - 2) Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
    - 3) Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Terms and Conditions Section 6a.
  - C. **Professional Liability, Errors, and Omissions Insurance.** If Grantee will be providing any professional services to be reimbursed under this Grant Agreement, the Grantee shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, the Washington State Department of Agriculture, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Terms and Conditions Section 6a. Grantee shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.
  - D. **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:
    - 1) The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the state of Washington, the Washington State Department of Agriculture, its agents, officers, and employees as beneficiary.
    - 2) Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the Grantee and the Grantee's fiscal agent (if any) as beneficiary.
    - 3) Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until Grantee has submitted a Certified Project Completion Report, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of WSDA's receipt of the Certified Project Completion Report.
- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington the Department of Agriculture, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The

Grantee shall instruct the insurers to give WSDA 30 calendar days' advance notice of any insurance cancellation or modification.

- iii. The Grantee shall submit to WSDA within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that WSDA will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the Grantee shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, Grantee shall provide copies of insurance instruments or certifications at WSDA's request and until six month after WSDA has received a Closeout Certification Form from Grantee. Copies of such insurance instruments and certifications will be provided within 15 calendar days of WSDA's request unless otherwise agreed to by the parties.
- iv. Grantees and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from WSDA, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from WSDA, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The state of Washington, the Washington State Department of Agriculture, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to WSDA a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

#### **43. MODIFICATION TO THE PROJECT BUDGET**

- a. Notwithstanding any other provision of this Grant Agreement, the Grantee may, at its discretion, make modifications to line items in Attachment II (Certification of Non-State Matching Funds and Value of In-Kind Services to Complete the Project) that will not change the line item by more than 15%.
- b. The Grantee shall notify WSDA in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment II (Certification of Non-State Matching Funds and Value of In-Kind Services to Complete the Project) that would change the line item by more than 15%. Conversely, WSDA may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold change described above.
- c. Any such budget modification or modifications as described above shall require the written approval of WSDA (by email or regular mail), and such written approval shall amend the Certification of Non-State Matching Funds and Value of In-Kind Services to Complete the Project. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- d. Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Grant Agreement Face Sheet Section 5 (Grant Amount) of this Grant Agreement.

**ATTACHMENT I:**  
**Grantee's Application for Capital Improvement Grant Funds**

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**ATTACHMENT II:  
 Certification of Non-State Matching Funds and Value of In-Kind Services to  
 Complete the Project**

**Washington State Department of Agriculture: Fair Capital Grants  
 Grantee: <Insert Grantee Name>  
 Agreement Number: <Insert Agreement #>**

<b>Type of Funding</b>	<b>Source Description</b>	<b>Amount</b>
<b>Grant</b>	Washington State Department of Agriculture	\$250,000.00
<b>Other Grants</b>		
Grant #1		
Grant #2		
<b>Total Other Grants</b>		
<b>Other Monetary Sources</b>		
Source #1		
Source #2		
<b>Total Other Sources</b>		
<b>Estimated Value of In-Kind Services</b>		
Source #1	Olympic Peninsula Rodeo Association (OPRA)	\$40,000.00
Source #2		
<b>Total Value of In-Kind</b>		<b>\$40,000.00</b>
<b>Total Project Funding</b>		<b>\$290,000.00</b>

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that non-state matching funds and in-kind services from sources other than those provided by this Agreement and identified above are fully expended or committed, or both, in an amount sufficient to complete the project, or a distinct phase of the project that is useable to the public, and that the funding will be used for the purpose as described elsewhere in this Agreement, as of the date and year written below.

The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Capital Project and shall make such records available for WSDA's review upon request.

\_\_\_\_\_  
 Mike French  
 Commissioner

\_\_\_\_\_  
 DATE

Approved as to form only by

  
 Bert Dee Boughton

Clallam County Civil Deputy Prosecuting Attorney  
 K6378 Clallam County

**Crawford, Donald**

---

**From:** AGR MI Fairs <fairs@agr.wa.gov>  
**Sent:** Tuesday, December 30, 2025 2:24 PM  
**To:** French, Mike; Crawford, Donald  
**Subject:** FW: K6378 Clallam County Grant Agreement has been sent out for signature to mike.french@clallamcountywa.gov  
**Attachments:** K6378 Clallam County Grant Agreement.pdf

Good afternoon,

Just checking in to see if you received the email from Adobe Sign to sign your K6378 grant agreement.

Thank you and Happy New Year.

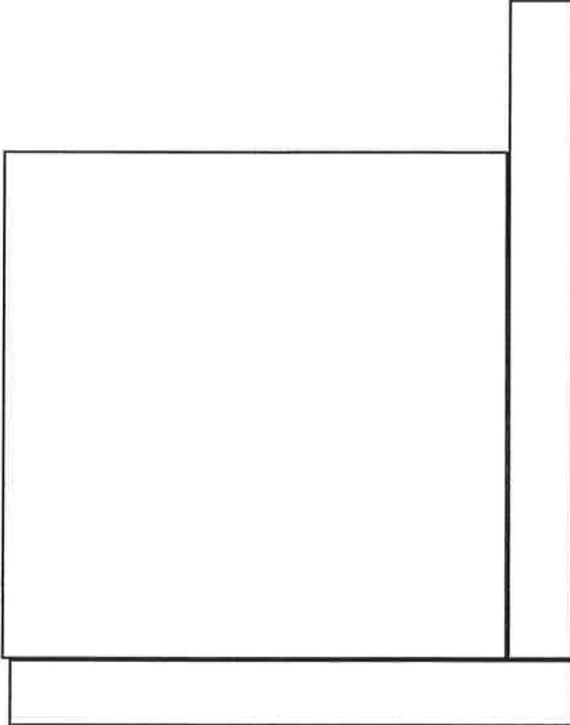
**Anne Almonte** | Fairs Program Administrator  
Washington State Department of Agriculture  
PO Box 42560 | 1111 Washington Street SE | Olympia, WA 98504-2560  
Office: (360) 902-2043 | Cell: (564) 669-0264 | [agr.wa.gov](http://agr.wa.gov)



**From:** Adobe Sign <adobesign@adobesign.com>  
**Sent:** Friday, December 12, 2025 3:09 PM  
**To:** Almonte, Anne <Anne.Almonte@agr.wa.gov>  
**Subject:** K6378 Clallam County Grant Agreement has been sent out for signature to mike.french@clallamcountywa.gov

External Email


## Your Agreement Has Been Sent for Signature!



- Adobe Acrobat Sign has sent **K6378 Clallam County Grant Agreement** to mike.french@clallamcountywa.gov for signature.
- A copy (cc) has also been sent to donald.crawford@clallamcountywa.gov and fairs@agr.wa.gov.
- When mike.french@clallamcountywa.gov completes **K6378 Clallam County Grant Agreement**, the agreement will be sent to Hannah Mosley-Gonzales. When all participants have completed K6378 Clallam County Grant Agreement, all parties will receive a final PDF copy.

**Click here** to view this document online in your Adobe Acrobat Sign account.

You can always **Login to Adobe Acrobat Sign** to:

- Check the status of this document
- Set up a reminder informing another party that you are waiting for their signature
- Share your agreements with a colleague

To ensure that you continue receiving our emails, please add adobesign@adobesign.com to your address book or safe list.



# AGENDA ITEM SUMMARY

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

lh  
JAN 26 2026

Department: Parks, Fair, & Facilities

WORK SESSION  Meeting Date: 1.26.2026

REGULAR AGENDA  Meeting Date:

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: *Park Advisory Board (PAB)-Year in Review*

Documents exempt from public disclosure are attached:

**Executive summary:** *Recap of 2025 Park Advisory Board (PAB) Activities*

**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 Budget Implications*

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

*No Action Requested*

**County Official signature & print name:**  Don Crawford, Director

**Name of Employee/Stakeholder attending meeting:** *Troye Jarmuth, PAB Chair*

**Relevant Departments:** Board of Commissioners, Parks, Fair & Facilities Department

**Date submitted:** 1.20.2026

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

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

# Clallam County Parks Advisory Board

## — YEAR IN REVIEW 2025 —

1. Began the process to update the Ten-Year Parks Comprehensive Plan (2027-2037)

### A. The PLANNING TEAM—

- 1) Was approved by the Parks Advisory Board (PAB) and the Parks Department (Staff) in March 2024. The Planning Team (an ad hoc committee) is comprised of at least two PAB members and local citizens who represent the three voting districts in Clallam County
- 2) Facilitated funding with approval from the Board Of County Commissioners (BOCC) for a private contractor (\$150K)
- 3) Reviewed other county park comparable Request For Qualifications (RFQ) and Request For Proposal (RFP) documents
- 4) Drafted an 8-page RFQ, received PAB approval with recommendation to BOCC. BOCC approval to solicit RFQ bids in February 2025
- 5) Received five applicants from a nationwide field search (nineteen firms requested RFQs). Designed a five-category Consultant Evaluation Sheet. Jointly ranked and selected the top three applicants for interviews
- 6) Designed a Consultant Presentation and Interview Sheet based on the same five-category format along with a Reference Checklist Questionnaire
- 7) Interviewed, ranked, and made a final selection: Conservation Technix, Inc. was awarded the bid. Conservation Technix, Inc (CT) completed the Sequim Parks and Open Space Plan in 2022
- 8) Attended Kickoff event in July 2025 to meet CT team. Attended a three-hour virtual meeting with CT in late October 2025
- 9) Requested the new Plan be renamed the “Parks Comprehensive Plan” (2027-2037) (PCP)
- 10) Information Gathering Goals: Requested visitor traffic counters be installed at certain parks. Roads Department assisted with the 2024-2025 project; Wrote the online Public Opinion Survey which collected park-user data from July 2024 to December 2025; Identified recreation user groups to solicit for Public Community Forums and In-depth Interviews; Attended public Stakeholder Meetings and Community Forums throughout Clallam County October-December 2025

2. Scope of Work for 2025

B. The PARKS ADVISORY BOARD—

- 1) Approved the **Planning Team**, an ad hoc committee comprised of at least two PAB members and local citizens who represent the three voting districts in Clallam County
- 2) Reviewed and recommended to the BOCC the PAB's **Parks Capital Improvement Projects** for 2026
- 3) Reviewed and recommended to the BOCC the PAB's **Parks Master Fee Schedule** for 2026
- 4) Reviewed and recommended to the BOCC the PAB's **Parks Master Plan Amendments** for 2026. These included adding Dungeness Trails County Park, adding six hiker/biker campsites at Salt Creek Recreation Area, and adding a single campsite for the Cascadia Marine Trail at Salt Creek Recreation Area
- 5) Selected and welcomed three BOCC-approved PAB members. Publicly thanked four board members who resigned or were not reinstated. Elected a new chairperson for 2026
- 6) Attended several public Stakeholder Meetings and Community Forums throughout Clallam County for PCP data building, October-December 2025
- 7) Guest Speakers: Department of Community Development Director Emory about the 10-Year Clallam County Comprehensive Plan update; Clallam County Roads Department Engineer Goodman about the Voice of America Road realignment project; Public Works Deputy Director Gray about the Off-Channel Reservoir and the designated Dungeness Trails County Park; Elizabeth Waknitz and the Slip Point Light Station Remediation Project
- 8) Created working documents to include the Annual Schedule of Activities to assist in meeting BOCC deadlines and the Year In Review Report to present to BOCC in January
- 9) Attended Parks Department field trip: Explored Pillar Point; Slip Point Lighthouse; East, Spit, and West Clallam Bay Parks; Lake Pleasant; Fred Orr Ball Fields May 2025

**2025 Parks Advisory Board Members:** Rick Burns, Diane Chung, Ray Colby, Peter Craig\*, Roger Hoffman\*, Troye Jarmuth, Candace Kathol\*, Anna Plager.

**2025 Planning Team Members:** Diane Chung, Peter Craig, Roger Hoffman\*, Candace Kathol\*, Cathy Lucero, Tom Mix, Roy Morris, Anna Plager.

\* Resigned

*Respectfully submitted 01/20/2026 by Troye Jarmuth, PAB Chair*



XXXXX  
XXXXXX  
1i JAN 26 2026  
JAN 26 2026

## AGENDA ITEM SUMMARY

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

**Department:** *Public Records*

**WORK SESSION**  **Meeting Date:** 1/26/2026

**REGULAR AGENDA**  **Meeting Date:**

**Required originals approved and attached?**

**Will be provided on:**

**Item summary:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |   |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item      |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other |

Documents exempt from public disclosure attached:

**Executive summary:**

The Public Records Office will provide a report on the processing of public records requests in 2025 to the Board of County Commissioners.

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

None

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

Discussion Only

**County Official signature & print name:** *Monicka Anderson* Monicka Anderson (IT Director)

**Name of Employee/Stakeholder attending meeting:** Jesse Major (Public Records Officer)

**Relevant Departments:** IT / Public Records Office

**Date submitted:**

\* 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)



1

### RCW 42.56.030

- The people of this state do not yield their sovereignty to the agencies that serve them.
- The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know.
- The people insist on remaining informed so that they may maintain control over the instruments that they have created.
- This chapter shall be liberally construed and its exemptions narrowly construed to promote this public policy and to assure that the public interest will be fully protected. In the event of conflict between the provisions of this chapter and any other act, the provisions of this chapter shall govern.

2

## Our Team

- Public Records Officer
- Deputy Public Records Officer
- Two Public Records Deputies
- Civil Division
- Public Records Specialists in every department
- ALL employees

3

## Lifecycle of a Public Records Request



4

## Receiving the Request

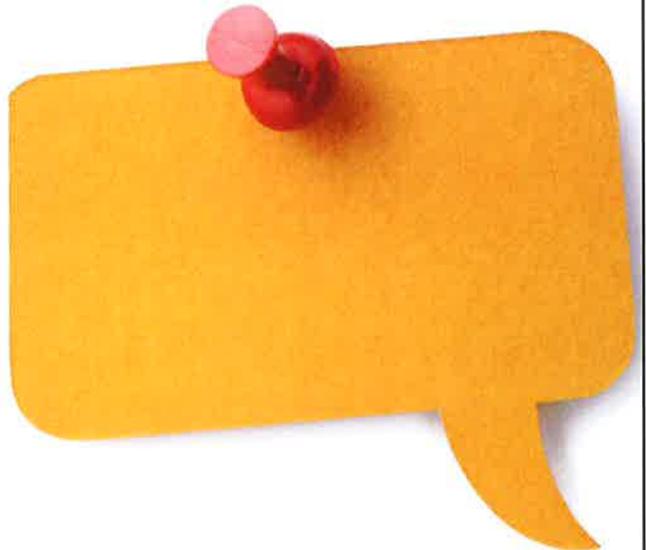
- Can come from individuals, organizations, attorneys, media or others.
- Can be submitted to PRO or any employee
- Can be received in any format
- Can be anonymous
- Can't ask "why?"



5

## Acknowledging the Request

- Formally acknowledging receipt of the request within 5 business days.
- Must provide records, provide a time estimate, seek clarification or deny the request.



6

## Searching for Records

- Conducting a comprehensive search for relevant records.
- Involves various departments and systems.
- Using proper search tools and strategies.
- Documenting search efforts for accountability.



7

## Producing the Records

- 
- Compiling and formatting the records.
  - Reviewing for exempt or sensitive information.
  - Delivering the records to the requester.
  - Providing an explanation of any redactions.



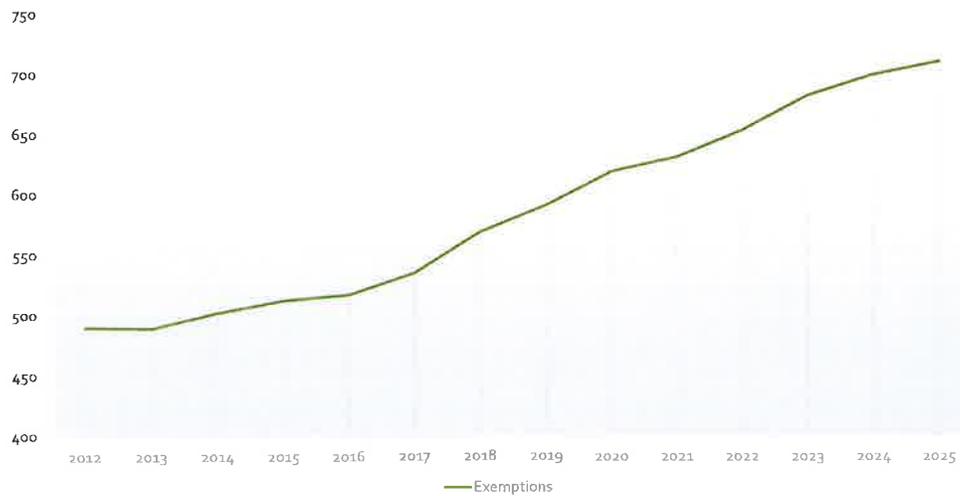
8

## What is exempt?

- Records shall be made available unless the record falls within specific exemptions under the PRA or other statute.
- Common exemptions include:
  - Victim/witness information
  - Drivers license numbers
  - Social Security numbers
  - Employee personal information
  - Attorney client privilege
  - Medical records
- More than 700 known exemptions

9

## PRA Exemptions\*



\*According to Washington Coalition for Open Government

10

## Redacting a date of birth

MM/DD/YYYY

11

## Redacting a date of birth

- In personnel file

■/DD/■

12

## Redacting a date of birth

- In personnel file (and requester is media)

MM/DD/YYYY

13

## Redacting a date of birth

- Dependent of employee



14

## Redacting a date of birth

- In voter record



15

## Local Records Grant Award

- Received \$24,700 digital imaging grant from Washington State Archives
- State Archives is scanning aerial images of Clallam County from 1957-1997
- More than 12,430 images scanned so far
- Images to be publicly available
- Eventual integration with GIS



Range 03, Township 31, Section 31 (1971)

16

## 2025 Metrics



167 OPEN  
REQUESTS



1833 NEW  
REQUESTS



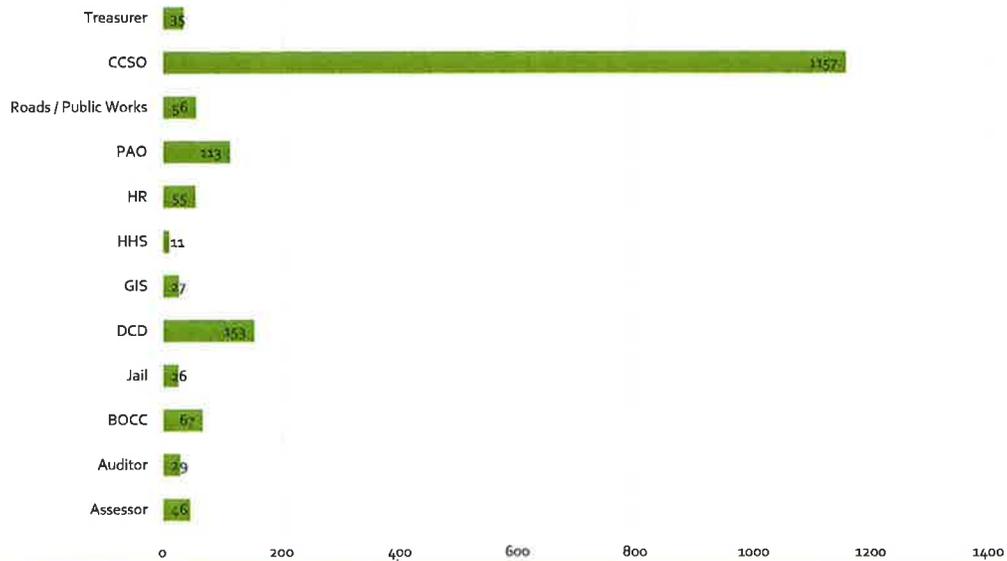
1926 CLOSED  
REQUESTS



15 MEDIAN  
DAYS TO CLOSE

17

## New Requests By Department (2025)



18

### 2025 Metrics

187 total invoices for \$2,858

251 abandoned requests

70 canceled requests

205 requests with no responsive records

515 requests with no redactions

639 requests with redactions

19

### Who asks for records? (2025)

892 – Individual

104 – Law Firm

324 – Organization

70 – Insurer

45 – Government

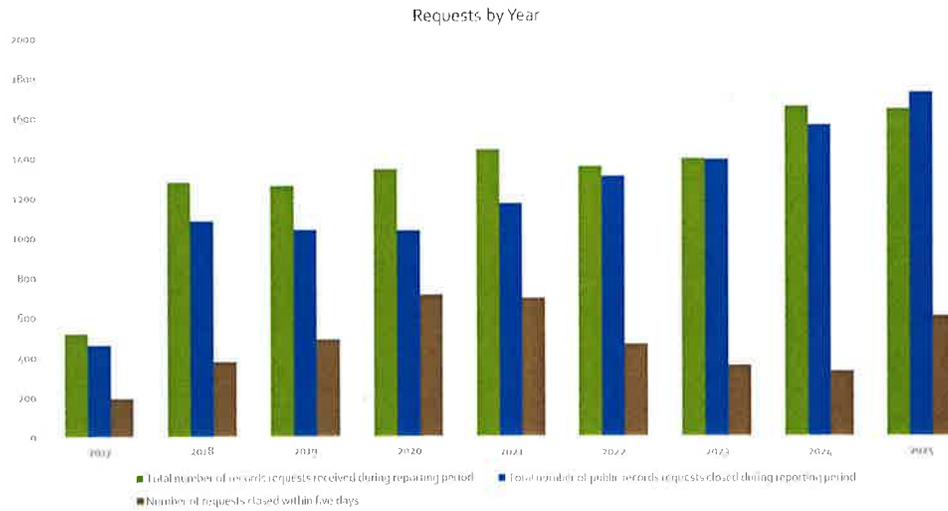
12 – Incarcerated Person

30 – Media

14 – Current/former employee

20

## Requests by Year



21

## 2025 Metrics



10,189 closed requests (since using PRR software)



23.6 average business days to close (since using PRR software)



185,942 documents downloaded (since 2022)

22

## Body-worn camera (2025)



294 body-worn camera videos redacted



97.58 hours redacting 81.43 hours of video



16.62 minutes – average video length



1.2 minutes to redact 1 minute of video

23

## Examples of requests

- "We would like to request a report that includes detailed information on permits (building and electrical) issued between 9/01/2025 and 9/30/2025. Detailed information should include permit number, date issued, description of work, address of work, contractor, project cost, permit fees, and contractor license number please. You have my consent to withhold or redact personal names but please leave org/company names in the report."

24

## Examples of requests

- Reports for case CCSO case 2025-12345.

25

## Examples of requests

Pursuant to the Washington Public Records Act, RCW 42.56, I request copies of the following records:

### I. Foundation – Legal Standard

1. Any written policies, guidelines, or training materials maintained by the Assessor's office interpreting RCW 84.40.030 ("true and fair value") and its application to land valuation.

### II. Access Issue Claim

2. All records identifying or describing "access issues" for any parcel in Section 17, Township 30, Range 05, including my parcel 51655 and neighboring parcels which were reduced to \$9,000 per acre, specifically those identified in SURVEY V27 P79 NE & SE.
3. Copies of recorded easements, wetland reports, surveys, engineering reports, or legal instruments relied upon to conclude that any of the aforementioned parcels suffer from access limitations.
4. Field inspection notes, photographs, GIS maps, or other staff documentation showing that neighboring parcels are materially impaired.

### III. Comparable Sales

5. All sales of comparable parcels relied upon by the Assessor where documented access limitations were a factor in the sales price.
6. Associated sale documents, MLS listings, or disclosures substantiating that the sales price was discounted specifically due to access.

### IV. Valuation Methodology

7. All records, worksheets, or analyses used to calculate the dollar-per-acre adjustment for access issues.
8. Any paired-sales analyses, regression studies, or market evidence isolating the impact of access on land value.

### V. Development vs. Affordability

9. Any internal guidance, notes, or policy statements addressing whether land valuation should consider the owner's ability to develop or finance the property.

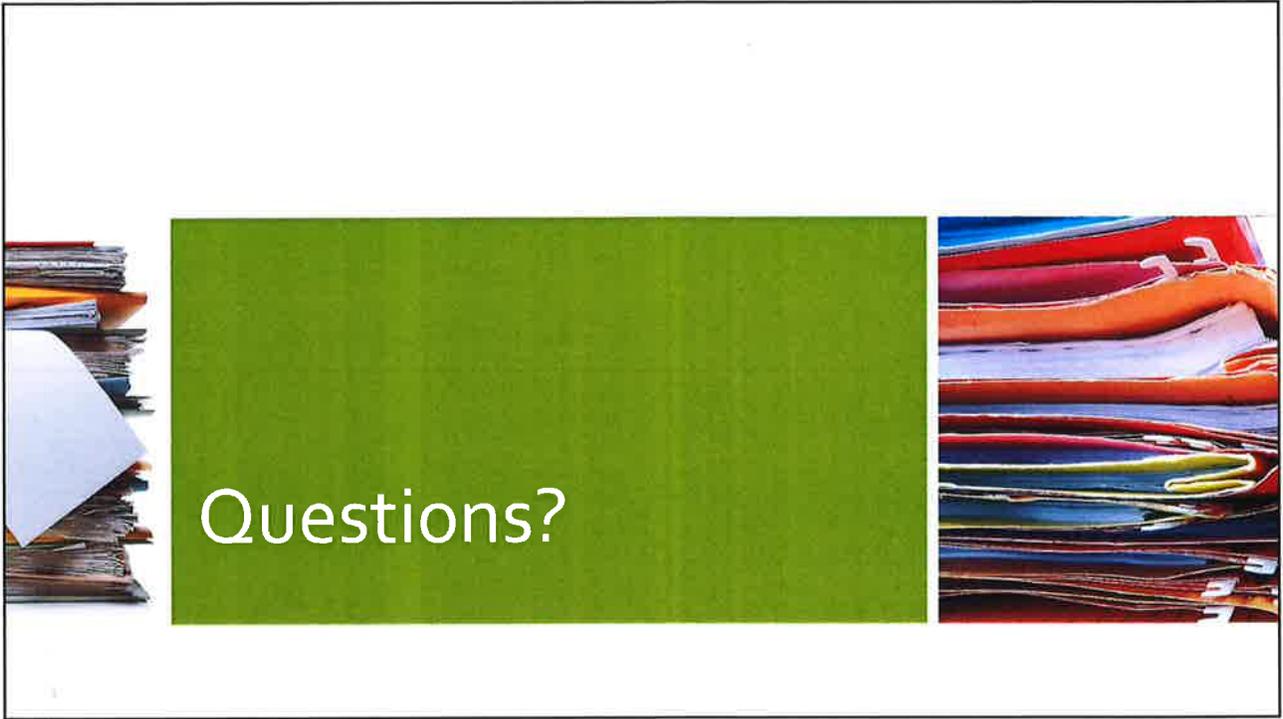
### VI. Uniformity

10. Any records, spreadsheets, or assessment rolls showing parcels in Section 17 reduced for "access issues," including the dollar-per-acre amounts applied.

If any portion of this request is denied, please provide the statutory exemption authorizing the withholding and a written explanation as required by RCW 42.56.210. Please produce responsive records in electronic format via email where possible.

26







# AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) 2a  
Jan 26 2026

**Department: Public Works/Roads**

**WORK SESSION**  **Meeting Date: 01/26/2026**

**REGULAR AGENDA**  **Meeting Date: 02/03/2026**

**Required originals approved and attached?**

**Will be provided on:**

**Item summary:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |  |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                               |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other Right of Way Acquisition |

Documents exempt from public disclosure attached:

**Executive summary:**

Wild Salmon wants to replace a culvert on Quandary Creek for fish passage. A temporary construction easement is needed. There are over 30 trees that will be removed as part of this project.

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

Cost of easements and value of trees is \$15,000.

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

Approve

**County Official signature & print name:** Joe Donisi, P.E. *Joe Donisi*

**Name of Employee/Stakeholder attending meeting:** Joe Donisi, Linda Capps

**Relevant Departments:** Roads

**Date submitted:** 01/21/2026

\* 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)

COUNTY ROAD NAME E Lake Pleasant Rd CRP NO. 16170  
PROPERTY OWNERS Gus and Lindsey Wallerstedt and Deann Horton

**CLALLAM COUNTY ROAD DEPARTMENT**  
**Easement Purchase Agreement**

In exchange for deeded land in the matter of the above said County Road Project, Clallam County shall provide the following:

For temporary construction easement - \$739.00

Trees to be deeded on property.  
Value of Trees \$14,261.00  
Total \$15,000

The undersigned property owners hereby authorize and grant Clallam County the right to provide the above agreement, together with the right to enter upon their remaining lands as may be necessary to perform any of the above. There are no other agreements written or oral other than those stated herein.

Signed at \_\_\_\_\_, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Gus Wallerstedt  
Gus Wallerstedt  
Lindsey Wallerstedt  
Lindsey Wallerstedt

Deann Horton  
Deann Horton

Address; Street or Box No. \_\_\_\_\_

Address; Street or Box No. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phil Lee  
R/W Agent or Witness

\_\_\_\_\_  
R/W Agent or Witness

**Reviewed By:**

**Approved By:**  
**BOARD OF CLALLAM COUNTY COMMISSIONERS**

Mike French 1-21-26  
Assistant Engineer Date

\_\_\_\_\_  
Mike French, Chair Date

Randy Johnson 1-21-26  
County Engineer Date

\_\_\_\_\_  
Randy Johnson Date

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

\_\_\_\_\_  
Mark Ozias Date

WHEN RECORDED RETURN TO  
Clallam County Public Works Department Road Division

### Temporary Easement

**THE GRANTOR Gus and Lindsey Wallerstedt and Deann Horton**

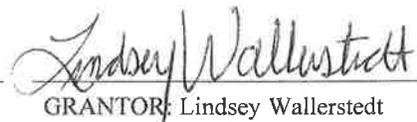
for and in consideration of \$10.00 and other valuable consideration grants and conveys to **CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD DEPARTMENT** a temporary easement over, under, upon and across the hereinafter described lands, situate in the County of Clallam, State of Washington, for the purpose of roads, slopes, drainage, clear zone and utilities, being a portion of Tax Parcel No: 133025310075

## See Legal Attached

together with the right at all times to the Grantee(s), its successors and assigns, for ingress to and egress from said lands, across adjacent lands of the Grantor(s) for the purpose of construction of the project or work which is the subject of this easement. The rights, title, privileges and authority hereby granted shall continue and be in force from 03/01/2026 until 12/31/2026 at which time all such rights, title, privileges and authority hereby granted shall terminate.

Dated 1/20 2026

  
GRANTOR: Gus Wallerstedt

  
GRANTOR: Lindsey Wallerstedt

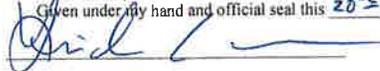
  
GRANTOR: Deann Horton



STATE OF WASHINGTON )  
COUNTY OF CLALLAM ) ss.

On 1/20 this 26 day of January personally appeared [Signature] before me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that [Signature] signed the same as [Signature] free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20<sup>th</sup> day of January, 2026.



Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: \_\_\_\_\_

## TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THAT PORTION OF GOVERNMENT LOT 6 OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 13 WEST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6, THENCE NORTH  $86^{\circ}18'29''$  WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT A DISTANCE OF 300.02 FEET TO A POINT ON THE CENTERLINE OF EAST LAKE PLEASANT ROAD; THENCE ALONG SAID CENTERLINE NORTH  $03^{\circ}10'21''$  WEST A DISTANCE OF 242.74 FEET; THENCE SOUTH  $86^{\circ}49'39''$  WEST A DISTANCE OF 30 FEET TO A POINT ON THE WEST RIGHT OF WAY OF EAST LAKE PLEASANT ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH  $86^{\circ}49'39''$  WEST A DISTANCE OF 45.00 FEET;

THENCE NORTH  $03^{\circ}10'21''$  WEST A DISTANCE OF 75.00 FEET;

THENCE SOUTH  $86^{\circ}49'39''$  WEST A DISTANCE OF 30.00 FEET;

THENCE NORTH  $03^{\circ}10'21''$  WEST A DISTANCE OF 75.00 FEET;

THENCE NORTH  $86^{\circ}49'39''$  EAST A DISTANCE OF 60.00 FEET;

THENCE NORTH  $03^{\circ}10'21''$  WEST A DISTANCE OF 20.00 FEET;

THENCE NORTH  $88^{\circ}49'39''$  EAST A DISTANCE OF 15.00 FEET TO A POINT OF SAID WEST RIGHT OF WAY;

THENCE SOUTH  $03^{\circ}10'21''$  EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING

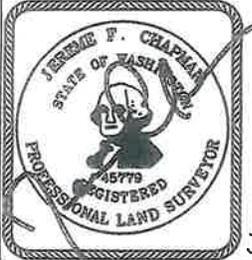
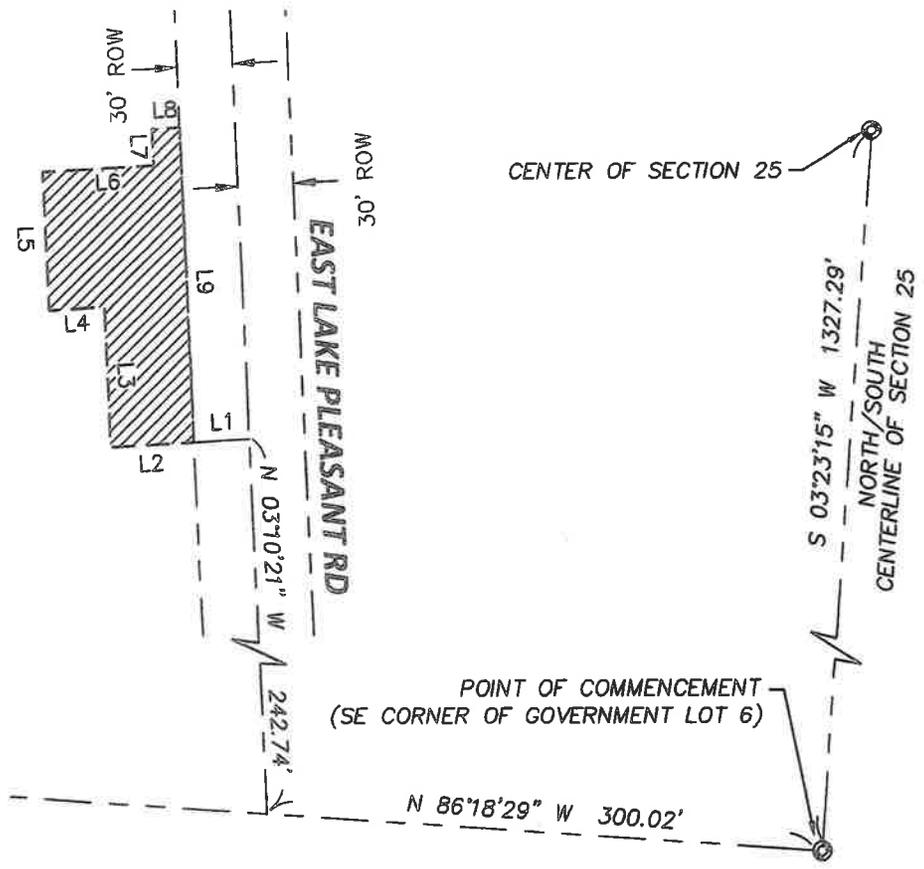
SITUATE IN CLALLAM COUNTY, WASHINGTON.

HAVING AN AREA OF 9,300 SQUARE FEET

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT  
 GOVERNMENT LOT 6 OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 13 WEST, W.M.



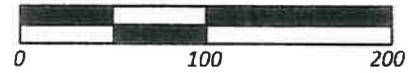
LINE	BEARING	DISTANCE
L1	S 86°49'39" W	30.00'
L2	S 86°49'39" W	45.00'
L3	N 03°10'21" W	75.00'
L4	S 86°49'39" W	30.00'
L5	N 03°10'21" W	75.00'
L6	N 86°49'39" E	60.00'
L7	N 03°10'21" W	20.00'
L8	N 86°49'39" E	15.00'
L9	S 03°10'21" E	170.00'



3/27/25

**kpff**

640 Woodland Square Loop SE,  
 Suite 100  
 Lacey, WA 98503  
 360.292.7230  
 www.kpff.com



SCALE: 1" = 100'

JOB NO. 82400070





# AGENDA ITEM SUMMARY

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

2b  
JAN 26 2026

**Department: Public Works/Roads**

**WORK SESSION**  Meeting Date: 01/26/2026

**REGULAR AGENDA**  Meeting Date: 02/03/2026

**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 Surplus Property

Documents exempt from public disclosure attached:

**Executive summary:**

Clallam County owns properties that are surplus to the needs of the county. We ask that the commissioners declare these properties surplus and call for a hearing to be held on February 24<sup>th</sup>.  
17m

**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?**

Selling surplus property will return these lands to the tax rolls and bring in revenue to the county.

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

Sign the attached resolution and set a hearing for February 24<sup>th</sup>.  
17m

**County Official signature & print name:** Timothy Dalton 

**Name of Employee/Stakeholder attending meeting:** Timothy Dalton, Linda Capps

**Relevant Departments:** BOCC, Roads

**Date submitted:** 01/21/2026

\* 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)

**PUBLIC HEARING**  
Proposed Sale of Surplus Property

**NOTICE:** The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, 17, 2026 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4<sup>th</sup> Street, Room 160, Port Angeles, Washington. The public hearing is to consider the sale of surplus property.

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 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362-3015  
Telephone: 360.417.2256

**FORMAL IDENTIFICATION:** Proposed Sale of Surplus Property

**SUMMARY OF PROPOSED SURPLUS PROPERTY:**

Tax Parcel #043003110125 – Hogback Road  
Tax Parcel #063028410200 – Old Mill Road  
Tax Parcel #063014530200 – Olympus Avenue  
Tax Parcel #063014530270 – Craig Avenue

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Loni Gores, MMC, Clerk of the Board

Publish: February 6, 2026  
Bill: Clallam County Board of Commissioners



# AGENDA ITEM SUMMARY

3a  
JAN 26 2026

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

Department: DCD

WORK SESSION  Meeting Date: 1/26/2025

REGULAR AGENDA  Meeting Date: 2/3/2026

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

Documents exempt from public disclosure attached:

**Executive summary:** North Pacific Coast Lead Entity (NPCLE) is a coalition of local governments, tribes, technical experts, non-profits, and citizens that works with its members, partners and other stakeholders to coordinate, integrate, and implement local salmon recovery. We would like to appoint Chase O'Neil, the Habitat Biologist II, as the Clallam County representative for NPCLE and move Rebecca Mahan, the Habitat Manager and current Clallam County representative, into the alternate role. This is aligned with their job descriptions and their current time availability and duties.

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

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

Please approve the resolution to appoint Chase O'Neil as Clallam County's representative for NPCLE and Rebecca Mahan as alternate representative to NPCLE.

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

**Name of Employee/Stakeholder attending meeting:** Chase O'Neil \_\_\_\_\_

**Relevant Departments:**

DCD

**Date submitted:** 1/9/2025

\* 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)



RESOLUTION \_\_\_\_\_, 20

APPOINTING CHASE O'NEIL AS REPRESENTATIVE TO NORTH PACIFIC COAST LEAD ENTITY AND APPOINTING REBECCA MAHAN AS ALTERNATE REPRESENTATIVE TO THE NORTH PACIFIC COAST LEAD ENTITY.

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The North Pacific Coast Lead Entity (NPCLE) is a coalition that works with its members, partners and other stakeholders to coordinate, integrate, and implement local salmon recovery.
2. Its membership includes local governments, tribes, technical experts, non-profits, and citizens that works to identify, prioritize, develop and seek funding for needed salmon recovery efforts.
3. Clallam County is an initiating government of NPCLE.
4. The Lead Entity Group functions as NPCLE's decision-making body.

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

1. Commissioners appoint Chase O'Neil as Clallam County's representative to NPCLE.
2. Commissioners appoint Rebecca Mahan as Clallam County's alternate representative to NPCLE.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_  
20

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Mike French, Chair

ATTEST:

\_\_\_\_\_  
Loni Gores, MMC, Clerk of the Board

310



**AGENDA ITEM SUMMARY** JAN 26 2026  
(Must be submitted NLT 3PM Wednesday for next week agenda)

**Department: DCD**

**WORK SESSION**  Meeting Date: 1/26/2026

**REGULAR AGENDA**  Meeting Date: 2/3/2026

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

**Item summary:**

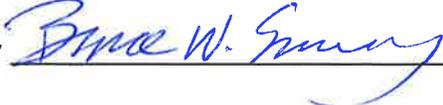
- Call for Hearing
- Contract/Agreement/MOU -
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:** The North Pacific Coast Marine Resource Committee (NPC MRC) is a voluntary group of local citizens, technical experts, tribes, non-profits, and governments that attend monthly meetings to learn about marine resources and coastal community needs, participate in local and regional projects, and sponsor activities and studies on the North Pacific Coast. We would like to appoint Chase O'Neil, the Habitat Biologist II, as the Clallam County co-coordinator for the NPC MRC and move Rebecca Mahan, the Habitat Manager and current Clallam County co-coordinator, into the alternate role. This is aligned with their job descriptions and their current time availability and duties.

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

**Recommended action:** (Does the Board need to act? If so, what is the department's recommendation?)  
Please approve the resolution to appoint Chase O'Neil as Clallam County's co-coordinator for the NPC MRC and Rebecca Mahan as the alternate co-coordinator to the NPC MRC.

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

**Name of Employee/Stakeholder attending meeting:** Chase O'Neil

**Relevant Departments:**  
DCD

**Date submitted:** 1/9/2025

\* 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)



RESOLUTION \_\_\_\_\_, 20

APPOINTING CHASE O'NEIL AS CO-COORDINATOR TO THE NORTH PACIFIC COAST MARINE RESOURCES COMMITTEE AND APPOINTING REBECCA MAHAN AS ALTERNATE CO-COORDINATOR TO THE NORTH PACIFIC COAST MARINE RESOURCE COMMITTEE.

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The North Pacific Coast Marine Resources Committee (NPC MRC) promotes community involvement in Pacific Coast issues in western Clallam and Jefferson counties. MRC members and participants learn about resource conditions and coastal community needs, participate in local and regional projects, and sponsor activities and studies having to do with the unique management issues of Washington's outer coast.
2. Funding for the Coastal MRC Program is provided through the Washington Department of Fish and Wildlife and the fiscal administration is shared between Jefferson and Clallam County with an annual Interlocal Agreement that formalizes the budget and division of tasks.
3. Each County will designate a coordinator who will also represent the County on the Committee.
4. The Clallam County co-coordinator is responsible for participating in and facilitating the monthly meetings and educational outreach activities and maintaining the Clallam County member roster.

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

1. Commissioners appoint Chase O'Neil as Clallam County's co-coordinator to the NPC MRC.
2. Commissioners appoint Rebecca Mahan as Clallam County's alternate co-coordinator to the NPC MRC.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_  
20

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias

\_\_\_\_\_  
Randy Johnson

ATTEST:

\_\_\_\_\_  
Loni Gores, MMC, Clerk of the Board

\_\_\_\_\_  
Mike French, Chair

30

JAN 26 2026



# AGENDA ITEM SUMMARY

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

**Department: Department of Community Development (DCD)**

**WORK SESSION**  **Meeting Date:** 1/26/2026

**REGULAR AGENDA**  **Meeting Date:** 2/3/2026

**Required Originals Approved and Attached?**

Will be provided on:

### Item Summary:\*

- Call for Hearing
  - Resolution
  - Draft Ordinance
  - Contract/Agreement/MOU\*\*
  - Proclamation
  - Final Ordinance
  - Contract #
  - Budget Item
  - Other Request for Extension on land division
- Documents exempt from public disclosure attached:

### Executive Summary:

The Department of Community Development received a request for a 12-month extension in order to complete Phase 2 of the binding site plan LDV2021-00005. The proposal for a 54-site RV Park was approved May 20, 2021 with 27 conditions following an open record hearing conducted by the County's Hearing Examiner on May 6, 2021. Phase 1 which constructed 29 spaces with utilities and the Community Building (bathroom, laundry, office) has been complete. The applicant would like to complete the final 25 spaces which will include extension of water, power, stormwater, and septic lines and tanks. The septic drainfield extension has been completed in anticipation of these additional sites.

In accordance with CCC 29.19.300 a request for a one-time 12-month extension may be granted from the Board of Commissioners if it is shown that improvements of at least 50% of the cost of all required improvements have been installed. A letter from Seth Rodman certifies that over 50% of the improvements for the 54-site park have been complete.

**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 extension of LDV2021-00005. New expiration date will be May 20, 2027.

**County Official Signature:** Bruce Emery, Bruce W. Emery

**Name of Employee/Stakeholder attending meeting:** Donella Clark, Principal Planner

**Relevant Departments:** DCD

**Date Submitted:** 1/21/2026

\* Submit original and 5 copies  
 \*\* Submit 3 originals and 5 copies



**CIVIL ENGINEERING**

301 East 6th Street, Suite 1  
Port Angeles, Washington 98362  
(360) 417-0501  
E-mail: office@zenovic.net

**To:** Tanner Stephens  
**From:** Seth Rodman, P.E.  
**Date:** January 20, 2026  
**Re:** Binding Site Plan for Island View RV Park  
Completion Percentage Review – LDV2021-00005

---

Dear Tanner,

As requested we have reviewed the completed improvements at the Island View RV Park located at 186 Granite Road west of Port Angeles. The intent of the review was to determine whether 50% of the improvements have been completed as required to obtain a 12 twelve month extension for filing the final plat in accordance with Callam County Municipal Code Section 29.19.300.

Per the preliminary approval, the project consisted of a 54 space RV park intended to be completed in two phases.

Phase 1 of the project consisted of construction of 29 spaces along with the Community Building (office, laundry and restrooms), recreation area, driveways and associated utilities. The utilities in Phase 1 consisted of a onsite septic system, water service extended from the Dry Creek Water System in Power Plant Road, power utilities extended to each of the RV spaces and the Community Building, and stormwater facilities for all of Phase 1. Additionally, the site entrance and required landscaping was installed as part of Phase 1. Phase 1 of the project is complete.

Phase 2 of the project consists of construction of 25 spaces along with associated driveways and utilities. The utilities will consist of extension of water services from the water utilities brought to the site in Phase 1, expansion of the onsite septic system (expansion of drainfield and extension of services to RV spaces), extension of power services, and installation of stormwater facilities for Phase 2. All design work for Phase 2 is complete, and permits have been issued for the remaining work. Phase 2 is not yet complete with the majority of the above listed improvements still to be constructed. However, the drainfield expansion for Phase 2 has been completed, but service tanks and lines are yet to be installed to the RV spaces.

Based on this review, I certify that the project is well over 50% complete and should be eligible for a 12 month extension for filing the final plat.

Sincerely,  
Seth Rodman, P.E.  
Zenovic & Associates, Inc.



**BEFORE THE HEARING EXAMINER  
FOR CLALLAM COUNTY**

In the Matter of the Application of	)	No. LDV 2021-00005
	)	
<b>Randy Simmons</b>	)	<b>Island View RV Park BSP</b>
	)	
<u>For a Binding Site Plan</u>	)	FINDINGS, CONCLUSIONS, AND DECISION

**SUMMARY OF DECISION**

The request for a binding site plan to allow development of a 54-site RV park, to be accomplished in two phases, on two parcels totaling 6.07 acres, located west of Port Angeles, north of the junction of Highway 101 and Highway 112, is **APPROVED**. Conditions are necessary to address specific impacts of the proposal.

**SUMMARY OF RECORD**

Hearing Date:

The Hearing Examiner held an open record hearing on the request on May 6, 2021, using remote technology due to the ongoing COVID-19 pandemic.

Testimony:

The following individuals presented testimony under oath at the open record hearing:

Donella Clark, County Senior Planner  
Randy Simmons, Applicant  
Tracy Gudgel, Project Engineer

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report, dated April 28, 2021
2. Land Use Application, dated February 19, 2021; Dry Creek Water Association, Inc., Membership Certification, dated November 9, 2020; email from Tracy Gudgel to Donella Clark, dated March 2, 2021, with email string; Island View Properties Site Map, dated February 27, 2020; Preliminary Site Layout (Sheet 1 of 2), dated February 18, 2021; Vicinity Map (Sheet 2 of 2), dated February 18, 2021
3. Quit Claim Deed AFN2021-1414259, dated February 12, 2021
4. SEPA Environmental Checklist Application with SEPA Environmental Checklist, dated February 18, 2021
5. SEPA Determination of Nonsignificance, issued March 25, 2021; Staff Memorandum, dated March 24, 2021

*Findings, Conclusions, and Decision  
Clallam County Hearing Examiner  
Island View RV Park BSP  
No. LDV 2021-00005*

6. Comments from Clallam County Environmental Health Services, dated March 1, 2021, with email string
7. Comment from Clallam County Fire Marshal, dated March 1, with email string
8. Plat Evaluation Form, Clallam County Road Department comments, review completed March 1, 2021
9. Comment from Department of Ecology, dated April 14, 2021
10. Notice Materials:
  - a. Notice of Complete Application, dated March 11, 2021
  - b. Declaration of Mailing, dated March 25, 2021; Memorandum from Donella Clark, Notice of Public Hearing, dated March 25, 2021, with parcel map and mailing labels
  - c. Declaration of Posting, dated March 30, 2021, with Notice of Application
  - d. Second Declaration of Posting, dated April 15, 2021, with Notice of Application
  - e. Legal Invoice, *Peninsula Daily News* (#PDN923239), dated March 29, 2021; Affidavit of Publication, *Peninsula Daily News*, dated March 29, 2021; Classified Proof, published March 29, 2021
  - f. Legal Invoice, *Peninsula Daily News* (#PDN925225), dated April 21, 2021; Affidavit of Publication, *Peninsula Daily News*, dated March April 21, 2021; Classified Proof, published April 22, 2021
11. Letter from Tracy Gudgel, P.E., Zenovic & Associates, Inc., to Clallam County, dated April 20, 2021, with 1971 USGS soil survey map
12. Revised Plans, dated May 3, 2021
  - a. RV Site Layout (Sheet 1 of 3)
  - b. Vicinity Map (Sheet 2 of 3), updated with annotations
  - c. Typical RV Stall Layout (Sheet 3 of 3)
  - d. RV Site Layout (Sheet 1 of 3), with highlighted asphalt road section
13. Preliminary Stormwater Report, Zenovic & Associates, Inc., dated May 5, 2021
14. Uniform Plumbing Code, Appendix E

The Hearing Examiner enters the following findings and conclusions based upon the testimony and exhibits admitted at the open record hearing:

## **FINDINGS**

### Application and Notice

1. Randy Simmons (Applicant) requests approval of a binding site plan (BSP) to allow development of a 54-site RV park, to be accomplished in two phases, located on two parcels totaling 6.07 acres. Associated improvements would include an on-site septic system that would connect to each of the RV sites, stormwater infiltration trenches, visitor parking spaces, an office/clubhouse building that would include bathrooms and showers, an internal road system providing access to the property from Granite Road, recreation areas, and landscaping. Phase 1 of the project would include development of the western portion of the property for 29 RV sites, the community office/clubhouse

*Findings, Conclusions, and Decision  
Clallam County Hearing Examiner  
Island View RV Park BSP  
No. LDV 2021-00005*

building, recreation areas, and infrastructure improvements necessary to serve the 29 RV sites. Phase 2 would include development of the eastern portion of the property for the remaining 25 RV sites and associated infrastructure. The property is located west of Port Angeles, north of the junction of Highway 101 and Highway 112.<sup>1</sup> *Exhibit 1, Staff Report, page 1; Exhibit 2; Exhibit 12; Exhibit 13.*

2. Clallam County (County) received the application on February 18, 2021. On February 25, 2021, the County routed the application to reviewing departments and agencies, requesting that any comments on the proposal be submitted by March 8, 2021. The County received comments from the County Road Department, Environmental Health Division, and Building Division, which are discussed in detail below. The County determined that the application was complete on March 11, 2021. The County originally provided notice of the application and associated open record hearing by mailing notice to property owners within 600 feet of the subject property on March 25, 2021; by publishing notice in the *Peninsula Daily News* on March 29, 2021; and by posting notice on-site on March 30, 2021. The scheduled April 15, 2021, open record hearing was later cancelled because County staff was unable to produce a hearing record due to a COVID-19-related quarantine. The open record hearing was rescheduled for May 6, 2021, and the County provided notice of the rescheduled hearing by posting notice on-site on April 15, 2021, and by publishing notice in the *Peninsula Daily News* on April 21, 2021. The County's notice materials explained that comments on the proposal could be provided up until the close of the public hearing scheduled for May 6, 2021. *Exhibit 1, Staff Report page 2; Exhibits 6 through 8; Exhibit 10.*
3. The County did not receive any comments from members of the public in response to its notice materials. As noted above, the County received three comments on the proposal from reviewing County departments. Specifically:
  - The County Environmental Health Division submitted a comment noting that soil evaluations have been completed and that the Applicant's professional engineer or licensed septic designer would be required to provide calculations to determine the total number of lots that could be served by an on-site septic system based on gallons of sewage per day, as well as to determine the area required to accommodate primary and repair septic drainfields. The County Environmental Health Division also noted that the proposed office/clubhouse building would need to be connected to the on-site septic system, the septic tanks would need to be located outside of traffic and parking areas, the areas designated for dumpsters would require road areas sufficient for garbage truck access, and a water availability letter would be required.

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<sup>1</sup> The property is identified by tax parcel numbers 073014-210010 and 073014-210100. *Exhibit 1, Staff Report, page 1.* A legal description is provided with the Quit Claim Deed. *Exhibit 3.*

- The County Road Department submitted a comment noting that the project would require a commercial road approach onto Granite Road but would not require a traffic study, right-of-way improvements, or other mitigation measures.
- The County Building Division submitted a comment describing certain fire code and building code requirements applicable to RV parks and stating that the location of required ADA accessible features, fire apparatus routes, and fire hydrants should be noted on the binding site plan.

*Exhibit 1, Staff Report, page 2; Exhibits 6 through 8.*

#### Environmental Review

4. The Clallam County Department of Community Development (DCD) acted as lead agency and analyzed the environmental impacts of the project as required by the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW). DCD analyzed the Applicant’s environmental checklist and other available information and determined that the proposal would not have a probable significant adverse impact on the environment. Accordingly, DCD issued a Determination of Nonsignificance (DNS) on March 25, 2021, with a comment deadline of April 14, 2021. The County received general comments from the Washington State Department of Ecology about appropriate solid waste management, toxics cleanup, and water quality management. No other comments specific to SEPA were received, and the DNS was not appealed. *Exhibit 1, Staff Report, pages 2 and 17; Exhibit 4; Exhibit 5; Exhibit 9.*

#### Comprehensive Plan and Zoning

5. The property is located within the Dry Creek Neighborhood of the Port Angeles Regional Planning Area under the County Comprehensive Plan. *Clallam County Code (CCC) 31.04.440*. The Dry Creek Neighborhood is bounded to the east by the City of Port Angeles, to the west by Elwha River, to the north by the Strait of Juan de Fuca, and to the south by the headwaters area of Dry Creek. *CCC 31.04.440*. The property is designated as “Rural Neighborhood Commercial” under the Comprehensive Plan. The purpose of the Rural Neighborhood Commercial designation is to provide for limited commercial services that meet the convenience needs of residents in rural areas and to achieve a high degree of compatibility with rural areas through the use of small buildings, small overall area devoted to commercial uses, and design and layout elements providing screening from objectionable features to residential areas. The Rural Neighborhood Commercial designation encourages tourist commercial uses, local convenience stores, small-scale service providers, and RV and manufactured home parks blended into the rural environment with landscaping. *CCC 31.04.225. Exhibit 1, Staff Report, pages 9 through 12.*
6. County staff identified the following Comprehensive Plan policy, specific to the Dry Creek Neighborhood, as relevant to the proposal:

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(7) Public Services and Facilities.

- (a) [Policy No. 22] Water service is provided to this neighborhood by the Dry Creek Water District. For those areas inside the UGA, further land divisions should be permitted only when PUD or City water is extended pursuant to a UGA Urban Services and Development Agreement or upon annexation.

7. County staff also identified the following Comprehensive Plan goals and policies, specific to rural land under CCC.31.04.230, as relevant to the proposal:

(6) Goals and Policies to Control Rural Commercial Activities.

...

- (b) Policy 12. Development of existing rural neighborhood commercial designations within the Lake Sutherland LAMIRD [(Limited Area of More Intensive Rural Developments)], Larid's Corner LAMIRD, Granny's Café LAMIRD, and Indian Creek LAMIRD should be allowed within their respective logical outer boundaries, and shall be subject to the following standards:

- (i) Allowable land uses should be limited to uses of such type, scale, size, or intensity as already existed as of July 1, 1990, including:

- Tourist facilities like snack bars, gift shops, antique stores and gas stations, [and] RV parks

...

- (ii) Standards should be set for the development of the property, including:

- Limiting the percentage of impervious surface to maintain an "open" atmosphere;
- Requiring setbacks, buffers and screening to separate commercial and industrial land uses from adjacent residential zones;
- Requiring high standards of highway and building landscaping to protect rural character; [and]
- Limiting the size of any one building to under 10,000 square feet to avoid large-scale facilities in rural areas.

- (c) Policy 13. Commercial uses allowed in rural residential designations should be limited to those which would not

impact rural character. Standards shall be set for recreational uses in rural areas, including recreational vehicle parks and commercial outdoor oriented activities. The following revisions should be made to the allowed uses, conditional uses and standards in rural zones:

- (i) Commercial outdoor oriented recreational use in rural residential designations shall be limited to boat launching facilities, golf courses, campgrounds and similar uses carried on outside of buildings in order to direct intensive commercial uses such as motels, hotels, restaurants and variety stores to locate in appropriate areas including urban growth areas or in rural commercial designations.
- ...
- (v) Standards for buffering and landscaping to ensure compatibility with surrounding rural land uses shall be accomplished.
- (vi) Standards for noise, traffic, light and glare, and other nuisance characteristics shall be implemented.
- (vii) Rural commercial and recreational commercial uses in rural areas shall be located on a minimum parcel size of five acres.

*Exhibit 1, Staff Report, pages 10 through 12.*

8. The property is zoned Rural Neighborhood Commercial (RNC). The purpose of the RNC zone is “to provide limited, low impact, neighborhood commercial activities in rural areas where uses of such type, scale, size, or intensity already existed as of July 1, 1990.” CCC 33.15.050. RV parks are an allowed use in the RNC zone. CCC 33.15.050(1). CCC 33.15.050 provides performance standards applicable to development in the RNC zone, including standards governing allowable density, lot dimensions, and minimum setbacks. Performance standards applicable to RV parks, however, are governed by CCC 29.35.100. CCC 29.35.100(2) provides for a maximum allowable density of 25 RV spaces per acre of gross site area, but states that the maximum allowable density may be reduced due to septic system constraints or other site characteristics. County staff determined that the proposal to develop 54 RV sites on 6.07 acres would comply with the maximum density standard when accounting for the size of a septic system that would be required to serve the 54 sites. County staff also determined that the proposal would comply with dimensional standards requiring RV sites to be located at least 25 feet from any park boundary line abutting a public street and at least four feet from any park boundary line not abutting a public street, and to be a minimum of 17 feet wide. CCC 29.35.100(3). In addition, County staff determined that the proposal would exceed applicable recreation space standards by providing 36,830 square feet of on-site

recreation space and would satisfy sewage disposal standards by providing restroom facilities within the proposed office/clubhouse building. CCC 29.35.100(6); CCC 29.35.200(1). County Senior Planner Donella Clark testified at the hearing that the proposed RV park would not be required to provide a dump station because each of the sites would be connected to the on-site septic system, consistent with the Uniform Plumbing Code and the intent of the County's RV park sewage disposal standards. *Exhibit 1, Staff Report, pages 1 and 6 through 9; Exhibit 2; Exhibit 12; Exhibit 14; Testimony of Ms. Clark.*

9. The property is located within a "limited area of more intensive rural development" (LAMIRD) and, therefore, the proposed development is subject to LAMIRD standards under Chapter 33.22 CCC. The purpose of the County's LAMIRD standards is to "minimize impacts on the rural character of neighboring less intensive rural residential zoning districts as a result of commercial, industrial, mixed use, duplex, and multifamily in-fill and redevelopments within LAMIRDs." CCC 33.22.100(2). County staff reviewed the proposal and determined that, with conditions, it would meet all LAMIRD development standards, including standards governing maximum impervious surface areas, maximum lot coverage, minimum structure and activity setbacks from less-intensive rural residential zoning districts, screening, and landscaping. *Exhibit 1, Staff Report, pages 14 through 16; Exhibit 2; Exhibit 12.*

#### Existing Property and Proposed Development

10. The 6.07-acre undeveloped property was historically used as a log yard and is relatively flat, with little vegetation. As noted above, the Applicant requests a BSP to allow development of a 54-site RV park with associated infrastructure and amenities. The Applicant would construct an internal asphalt road to provide access to the property from Granite Road. The asphalt road would extend from Granite Road through the center of site until reaching the on-site septic system facilities, continue west to the western property line, and then continue south along the western property line. Access to the individual RV sites would be provided by gravel roads connecting to the asphalt road. County staff determined that the proposed asphalt road would reduce the amount of dust potentially impacting residential property to the west of the site. The Applicant would provide additional screening from neighboring uses by installing required perimeter landscaping, as well as fencing along the western property line. Water service would be provided by Dry Creek Water, a group water system. The Applicant would be required to provide water availability verification to the County Environmental Health Division prior to final plat approval. Zenovic and Associates, Inc., provided a preliminary stormwater report for the proposal, dated May 5, 2021, which indicates that stormwater runoff from impervious surfaces would be directed to on-site infiltration trenches. The County Road Department would review the Applicant's final stormwater plan prior to final plat approval. *Exhibit 1, Staff Report, pages 1, 2, 6, 18, and 19; Exhibit 2; Exhibit 12; Exhibit 13.*

11. Properties to the east and south of the subject property are zoned RNC and consist of commercial development and vacant land. Properties immediately to the north are zoned RNC and are developed with a fire station and an electric plant. Property further to the north, across Power Plant Road, is zoned Rural Character Conservation 3. Properties to the west are zoned Rural Low and are developed with single-family residences. *Exhibit 1, Staff Report, pages 1 and 2; Exhibit 12.*

#### Critical Areas

12. No critical areas were identified on or near the property. County staff reviewed the proposal and determined that it would be consistent with the requirements of the County Critical Areas Ordinance. *Exhibit 1, Staff Report, pages 2 and 17.*

#### Binding Site Plan

13. Under RCW 58.17.035, a city, town, or county “may adopt by ordinance procedures for the divisions of land by use of a binding site plan as an alternative to the procedures” normally required for the subdivision of land under the State Subdivision Act, for divisions of property for lease as provided in RCW 58.17.040(5). RCW 58.17.040(5) provides that Chapter 58.17 RCW (Plats – Subdivisions – Dedications) shall not apply to “[a] division for the purpose of lease when no residential structure other than mobile homes or travel trailers are permitted to be placed upon the land when the city, town, or county has approved a binding site plan for the use of the land in accordance with local regulations.” In Clallam County, a binding site plan entails a drawing to scale that:
  - (a) Identifies and shows the areas and locations of all streets, roads, improvements, utilities, and open spaces;
  - (b) Contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as established by the County; and
  - (c) Contains provisions making any development conform with the site plan.

*CCC 29.03.100(5).* CCC 29.03.100(5)(c) also provides that a binding site plan may be used to “create lots for the purpose of lease or rent, not for sale or transfer.” *Exhibit 1, Staff Report, pages 3 and 4.*

14. Like all subdivisions of land within the county, binding site plans must be consistent with the County’s subdivision requirements (Title 29 CCC); the Comprehensive Plan (Title 31 CCC); the Zoning Code (Title 33 CCC); the Shoreline Master Program (Title 35 CCC); the Floodplain Management Code (now included within Chapter 27.12 CCC); the Environmental Policy Code (Chapter 27.01 CCC); the Critical Areas Code (Chapter 27.12 CCC); and the public health, safety, welfare, use, and interest. *CCC 29.10.100.* Additionally, as discussed above, CCC 29.35.100 provides subdivision standards specific to RV parks, including standards related to individual site conditions, density, site

dimensions, recreation areas, water supply, and sewage disposal. *Exhibit 1, Staff Report, pages 3 through 9.*

15. County staff analyzed the proposal and determined that, with conditions, it would be consistent with the requirements for a binding site plan, noting:
- The proposed new internal asphalt and gravel roadways would comply with the minimum access, street standards, and improvement requirements of CCC 29.30.200. The proposed asphalt roadway would reduce the amount of dust potentially impacting adjacent residential property to the west of the site.
  - The Applicant proposes to connect the RV sites to Dry Water Creek, a group water system. The Applicant would be required to provide water availability verification to the County Environmental Health Division prior to final plat approval. Each of the proposed sites would be connected to a large on-site septic system.
  - The Applicant would be required to provide underground electrical and telephone utilities to each site. All improvements required for the proposed development would be verified prior to final plat approval.
  - The proposed development would be consistent with goals and policies of the Comprehensive Plan.
  - The proposal would comply with performance standards applicable to property within a LAMIRD.
  - Dumpster/recycling facilities for the property would be required to be screened and to be located more than 70 feet from the western property line adjacent to residential property to the west.
  - The Applicant would be required to submit and receive approval of a final landscaping plan prior to issuance of the building permit for the office/clubhouse building. The final landscape plan would be required to include fencing details.
  - The property is not located within the jurisdiction of the State of Washington Shoreline Management Act or the Clallam County Shoreline Master Program.
  - The property is not located within a floodplain and, therefore, the Clallam County Floodplain Management Code does not apply to the proposal.
  - The proposal is consistent with the requirements of the Clallam County Critical Areas Ordinance.
  - A DNS was issued for the proposal.
  - Conditions would ensure that the public health, safety, welfare, use, and interest would be preserved and protected. Specifically, County staff recommends conditions requiring fire hydrants to be installed and shown on the final plat, connection to Dry Creek water, installation of a septic system, issuance of a building permit, landscaping that includes a wooden fence along the western property line, a commercial road approach, and construction of roads on the site.

*Exhibit 1, Staff Report, pages 6 through 17.*

16. County staff also determined that the proposal would comply with the subdivision standards specific to RV parks, noting:
- The site is large, flat, and previously disturbed. Minor grading would be necessary to develop the RV sites and internal roadways. The proposed layout utilizes disturbed areas and would restore approximately eight percent of the site with recreational areas and landscaping.
  - The proposal to develop 54 RV sites is based on the required size of the on-site septic system.
  - The proposed RV sites would be set back 40 feet from Granite Road to the south, over 60 feet from Power Plant Road to the north, 35 feet from the east and west property lines, and at least 10 feet from all other property lines.
  - The RV sites are proposed as 30-foot typical angled spaces throughout the park, with maximum dimensions of 12 feet by 40 feet to accommodate 40-foot-long RVs.
  - A total of 36,830 square feet of recreation space would be provided on-site, exceeding the minimum eight percent requirement. The recreation areas would include a 3,573 square foot area near the office/clubhouse building, the stormwater infiltration area, the septic drainfield reserve area, and trails throughout the landscaping screen.
  - Water is proposed to be provided by the Dry Creek Water system.
  - The central office/clubhouse building would include bathrooms and showers for visitors, with the farthest RV site located approximately 400 feet from the building.
  - The Applicant has been working with a septic designer and has a site registration for the property. The septic system would be reviewed and approved by the Washington State Department of Health. The system would be required to be approved and installed prior to final plat approval at each development phase.

*Exhibit 1, Staff Report, pages 8 and 9.*

#### Testimony

17. County Senior Planner Donella Clark testified generally about the application and how the County reviewed the proposal for consistency with the Comprehensive Plan, zoning ordinances, and criteria for a binding site plan. She explained that the project would be located within a small pocket of commercially zoned properties near the intersection of Highways 101 and 112 where RV parks are an allowed use. Ms. Clark stressed that the proposed RV park would be less intensive than the previous log yard on the property, that it would serve as an ideal recreation area for tourists visiting the Olympic peninsula, and that there is demand for additional RV parks in the region. She detailed how the proposed internal roadways would meet code standards, explaining that County staff had recommended a section of the roadways to be asphalted to address heavier traffic through the center of the property and to help reduce dust that could potentially impact residential

property to the west. Ms. Clark also detailed how the proposal would meet all other requirements of the municipal code, including standards applicable to properties within a LAMIRD. *Testimony of Ms. Clark.*

18. Applicant Randy Simmons testified that he agrees with County staff's analysis of the proposal as detailed in the staff report. He also noted that he does not intend on allowing short-term or transient rentals on-site and, accordingly, no such facilities would be provided. *Testimony of Mr. Simmons.*
19. Project Engineer Tracy Gudgel of Zenovic and Associates, Inc., testified that the Applicant agrees with County staff's recommendation to asphalt a portion of the proposed internal roadways. He noted that the project would include measures to protect the on-site septic drainfield from vehicular traffic and that the Applicant would agree to a condition of approval requiring such measures. Mr. Gudgel explained that the proposed on-site septic system would require approval from the Washington State Department of Health. He explained that each RV site would be connected to the on-site septic system and, thus, the project would not require a dump station under Uniform Plumbing Code standards. Mr. Gudgel explained that Waste Management would provide trash collection service to the property. He stressed that the project would restore areas previously disturbed by the former log yard use of the property with landscaping on each RV site and throughout the property. *Testimony of Mr. Gudgel.*
20. Ms. Clark testified that the County would not oppose removal of the RV dump station from the proposed development. She explained that the proposal would be consistent with Uniform Plumbing Code standards requiring RV dump stations only for RV sites not equipped with drainage system connections and, therefore, would meet the intent of the County's RV park sewage disposal standards. Ms. Clark also explained that, while phased development is allowed under the municipal code, full development of the proposal would still need to occur within five years (regardless of phasing). *Testimony of Ms. Clark.*

#### Staff Recommendation

21. Ms. Clark testified that County staff recommends approval of the binding site plan, with conditions. Mr. Simmons and Mr. Gudgel testified that the Applicant understands and would adhere to the recommended conditions of approval. *Exhibit 1, Staff Report, pages 17 through 21; Testimony of Ms. Clark; Testimony of Mr. Simmons; Testimony of Mr. Gudgel.*

### CONCLUSIONS

#### Jurisdiction

The Hearing Examiner has jurisdiction to hear and grant preliminary approval of binding site plans. CCC 26.04.060(3)(c); CCC 29.13.200. As the legislative authority for Clallam County,

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the Board of Commissioners grants final approval for a binding site plan upon finding that the Applicant has complied with all requirements and conditions of the municipal code. CCC 29.13.300.

#### Criteria for Review

Under CCC 29.13.200, the Hearing Examiner may approve a preliminary subdivision or binding site plan only if it is found to be consistent with the requirements of CCC 29.10.100. This includes ensuring the proposal complies with and is consistent with the following provisions:

1. The standards of Title 29 CCC, Subdivisions;
2. The Comprehensive Plan;
3. The Zoning Code;
4. The Shoreline Master Program;
5. The Floodplain Management Code;
6. The Environmental Policy Code;
7. The Critical Areas Code;
8. The Consolidated Permit Process Code;
9. The public health, safety, welfare, use, and interest.

CCC 29.10.100.

CCC 29.35.100 provides the following subdivision standards specific to binding site plans for RV parks and mobile home parks:

- (1) General Requirements. A camper vehicle park shall be adapted to individual site conditions and the plat should use terrain, existing trees, shrubs and rock formations with a minimum of disturbance of the land. Conditions of soil, groundwater level, drainage and topography shall not create hazards to the property or the health or safety of the occupants.
- (2) Density Requirements. The density shall not exceed twenty-five (25) camper vehicle spaces per acre of gross site area, except that the density may be reduced if any of the following conditions exist:
  - (a) A septic tank and drainfield sewage disposal system is proposed for use and field inspection of soil conditions, groundwater conditions, relation to surface waters, proximity to groundwater supplies, and soils evaluations indicate that the higher density could result in a public health hazard.
  - (b) Any other situation where the physical characteristics or locational characteristics of the site would indicate that the higher density could adversely affect the public health, safety and general welfare.
- (3) Dimensional Standards.
  - (a) All camper vehicle sites shall be located at least twenty-five (25) feet from any park boundary line abutting upon a public street or highway.

- (b) All camper vehicle sites shall be located at least four (4) feet from any park boundary that does not abut upon a public street or highway.
- (c) Camper vehicle sites shall be a minimum of seventeen (17) feet wide.
- (4) Required Recreation Area. In all camper vehicle parks, there shall be at least one recreation area other than streets and utility areas which shall be easily accessible from all camper vehicle spaces. The size of such recreation area shall be not less than eight (8) percent of the gross site area or 2,500 square feet, whichever is greater.
- (5) Water Supply. Water supply shall comply with State and County health regulations, and Uniform Building Code regulations, as they apply.
- (6) Sewage Disposal Requirements.
  - (a) A restroom facility shall be constructed in compliance with the Uniform Building Code, as it applies, and shall be provided at one or more locations in the camper vehicle park, and shall be located within 500 feet of any camper vehicle site not provided with an individual sewer connection.
  - (b) Sewage Disposal Systems. Sewage disposal systems shall be in compliance with State and County health regulations, as they apply.
  - (c) Dump Station. Each camper vehicle park shall be provided with an approved dump station in the ratio of one for every 100 camper vehicle spaces or fractional part thereof.

In addition, CCC 29.13.200 provides:

- (1) Any person interested in an application for a subdivision or binding site plan may appear at the hearing set for review thereof and comment on the application. After completion of its public hearing, the Hearing Examiner shall grant preliminary approval of the application if the Hearing Examiner finds that it is consistent with CCC 29.10.100.
- (2) When the Hearing Examiner determines that additional information is necessary, action on said application shall be continued until such information is available; provided, that the extension shall not exceed thirty (30) days unless the applicant consents to a longer period.
- (3) The Hearing Examiner may attach to any decision of approval such reasonable conditions as may be necessary to assure that the development will comply with the criteria for approval and standards established by this title and other applicable codes, and to further the public health, safety and welfare, use and interest.

- (4) The Hearing Examiner’s decision shall be based on findings of fact and conclusions of law and shall reference the requirements of adopted County code or State law.
- (5) Records of hearings and information before the Hearing Examiner on preliminary subdivisions and binding site plans shall be kept by the Administrator and shall be available for public inspection upon request.

The Revised Code of Washington (RCW) provides for an alternative method of land division – binding site plans:

A city, town, or county may adopt by ordinance procedures for the divisions of land by use of a binding site plan as an alternative to the procedures required by this chapter. The ordinance shall be limited and only apply to one or more of the following: (1) The use of a binding site plan to divisions for sale or lease of commercially or industrially zoned property as provided in RCW 58.17.040(4); (2) divisions of property for lease as provided for in RCW 58.17.040(5);<sup>2</sup> and (3) divisions of property as provided for in RCW 58.17.040(7). Such ordinance may apply the same or different requirements and procedures to each of the three types of divisions and shall provide for the alteration or vacation of the binding site plan, and may provide for the administrative approval of the binding site plan.

*RCW 58.17.035.*

The criteria for review adopted by the Clallam County Board of Commissioners are designed to implement the requirement of Chapter 36.70B RCW to enact the Growth Management Act. In particular, RCW 36.70B.040 mandates that local jurisdictions review proposed development to ensure consistency with County development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development. *RCW 36.70B.040.*

#### Conclusions Based on Findings

**With conditions, the proposal would comply with and be consistent with applicable requirements of the County’s Subdivision Code, Comprehensive Plan, Zoning Code, Environmental Policy Code, and Critical Areas Code, and would be consistent with the public health, safety, welfare, use, and interest.<sup>3</sup>** The County provided reasonable notice of the application and associated public hearing and opportunity to comment on the proposal. The County did not receive any public comments on the proposal. The County reviewed the application and determined that it would be consistent with the requirements of the County’s

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<sup>2</sup> RCW 58.17.040(5) provides that Chapter 58.17 RCW (Plats – Subdivisions – Dedications) is inapplicable and shall not apply to “[a] division for the purpose of lease when no residential structure other than mobile homes, tiny houses, or tiny houses with wheels as defined in RCW 35.21.686, or travel trailers are permitted to be placed upon the land when the city, town, or county has approved a binding site plan for the use of the land in accordance with local regulations.”

<sup>3</sup> The Shoreline Master Program is inapplicable to the current proposal, and no structural development is proposed within a recognized floodplain, rendering the Floodplain Management Code inapplicable.

Subdivision Code, including subdivision standards specific to RV parks under CCC 29.35.100 and performance standards specific to development on property within a LAMIRD. The Hearing Examiner concurs with County staff's determination. The proposal, as conditioned, would provide an internal roadway system meeting the County's access and street standards; provide utility connections to each RV site, including connections to an on-site septic system and to water supplied by the Dry Creek Water system; provide 36,830 square feet of on-site recreation space; comply with LAMIRD performance standards; and comply with all density requirements, dimensional standards, and sewage disposal requirements specific to RV parks. Under the County's interpretation of its sewage disposal provisions for RV parks, an on-site RV dump station would not be required for the proposal because septic system connections would be provided to each RV site. Conditions would ensure that the proposed septic system obtains approval from the Washington State Department of Health and that the associated drainfields would be adequately protected from damage from vehicular and RV traffic.

The property is located within the Dry Creek Neighborhood of the Port Angeles Regional Planning Area and is designated Rural Neighborhood Commercial under the Comprehensive Plan. The Rural Neighborhood Commercial designation encourages tourist commercial uses such as RV parks. County staff identified relevant Comprehensive Plan polices specific to the Dry Creek Neighborhood and to development on rural land and determined that the proposal would be consistent with those policies. The Hearing Examiner concurs with County staff's determination. The proposed RV park would be adequately served by water supplied by the Dry Creek Water system and would comply with development regulations designed to ensure that commercial development within a LAMIRD would be compatible with the area's rural character. The property is zoned Rural Neighborhood Commercial (RNC), which is intended to provide limited, low-impact, neighborhood commercial activities in rural areas. RV parks are an allowed use in the RNC zone. As noted above, the proposal would comply with subdivision standards specific to RV parks under CCC 29.35.100, including standards related to individual site conditions, density, site dimensions, recreation areas, water supply, and sewage disposal.

The County Department of Community Development analyzed the environmental impacts of the project, determined that it would not have a probable significant adverse impact on the environment, and issued a DNS, which was not appealed. There are no critical areas identified within or near the property. Accordingly, the proposal would be consistent with the County Critical Areas Ordinance and includes provisions that would ensure that the project would be consistent with the public health, safety, welfare, use, and interest. Conditions, as detailed below, are necessary to ensure that the proposal complies with and is consistent with all necessary requirements for approval of the binding site plan. *Findings 1 – 21.*

## DECISION

Based on the preceding findings and conclusions, the request for a binding site plan to allow development of a 54-site RV park, to be accomplished in two phases, located west of Port Angeles, north of the junction of Highway 101 and Highway 112, is **APPROVED**, with the following conditions:

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1. The conditions developed for this application were based on information provided by the Applicant and other elements of the public record. The Applicant is proposing a 54 site RV park. Potable water will be provided to each site by Dry Creek Water, and each site connected to an on-site septic system. Access is provided off Granite Road, a County road. This decision and conditions of approval are subject to change if information provided by the Applicant or their authorized representative proves inaccurate.
2. A final Mylar shall be submitted, approved, and finalized in conformance with Chapter 29.20 CCC and shall include the location of all roads, trails, utilities, and fire hydrants. The complete plat number and existing parcel numbers must appear at the top right corner of the final plat as follows:

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3. A final stormwater plan shall be approved by the Road Department and implemented prior to final plat approval. The stormwater plan shall indicate the existing disturbed and impervious areas and shall show either a reduction of the impervious areas or find alternatives to meet the 35 percent impervious surfacing required per Chapter 33.22 CCC.
4. Prior to final plat approval, the Applicant shall provide Water Availability Verification (WAV) to the Environmental Health Division. The application shall be accompanied by a letter from Dry Creek Water stating that the distribution system has been installed in accordance with their requirements and specifications. The improvements may be installed in phases to serve each phase of this proposal.
5. The Applicant shall provide construction plans and specifications for the extension of the water system to the Clallam County Fire Marshal. The plans must be stamped by a registered, professional engineer licensed in the State of Washington. The Clallam County Fire Marshal shall approve these plans in writing prior to installation of the system.
6. The location of all hydrants shall be noted on the final plat and all distances verified by a surveyor. Hydrants shall be installed as specified in Table A of CCC 21.02.035. The Applicant should consult the Clallam County Fire Marshal for further information. Approval of the hydrant placement by the Fire Marshal shall be submitted prior to final plat approval.
7. This proposal entails the installation of a large on-site septic system. The septic systems (i.e. tanks and drainfields) will have to be engineered, distribution lines installed to each RV Space, and a maintenance and operation plan approved prior to final plat approval for

*Findings, Conclusions, and Decision*  
*Clallam County Hearing Examiner*  
*Island View RV Park BSP*  
*No. LDV 2021-00005*

each phase of this proposal (per CCC 29.30.400(2)(b)). The operation maintenance entity approved by public agencies of jurisdiction shall own and manage the community sewage disposal system consistent with applicable State and County requirements. The improvements may be installed in phases to serve each phase of this proposal.

8. The final plat shall state the properties are served by Dry Creek water system and on-site septic.
9. A commercial road approach shall be obtained and installed prior to final plat approval. Contact the Road Department for the appropriate permit and specifications of the approach.
10. The internal road system shall be installed to serve the phase proposed. Roads are noted as typically 25 feet wide. The central road shall be asphalted in accordance with CCC 29.30.200(1)(b), as well as the road along the western property line. All other internal roads shall be a minimum 9-inch gravel base with a minimum three (3) –inch crushed gravel surfacing. The RV Spaces and internal roads shall be noted on the face of the final binding site plan.
11. A building permit shall be obtained for the single structure proposed within the RV park. Restrooms are required per the building code prior to use of the RV park, but other amenities proposed in the building are not a building code requirement.
12. A landscaping plan shall be submitted and approved prior to issuance of the building permit in accordance with Chapters 33.22 and 33.53 CCC, with particular importance to the western property line. The landscaping plan shall include placement of a fence along the western property line that shall be constructed of solid wood or masonry per CCC 33.22.300(3).
13. Location of the dumpster/recycling shall be shown on the final plat map and shall be over 70 feet from the western property line and appropriately screened in accordance with Chapter 33.22 CCC.
14. Prior to the installation of any signage, a signage plan and a certificate of compliance shall be submitted to DCD Planning for review and approval. This plan shall meet the requirements of CCC 33.57.040.
15. The Applicant shall implement measures ensuring that on-site drainfield areas are adequately protected from vehicular and RV traffic.
16. In accordance with CCC 29.30.700, the responsibility for the maintenance and operation of any common facilities, including roads, shall be determined prior to final plat

approval. Said facilities may be maintained and operated by the land divider, a lot owners' association, a public agency or a private agency consistent with applicable state requirements. However, no public or private agency has been designated for the maintenance of common facilities, and is therefore not being considered as part of this proposal. If said common facilities are to be owned and managed by a lot owners' association, said lot owner's association shall be established prior to final approval. The association is responsible for operating and maintaining all common facilities which have been dedicated or deeded to it by the land divider. The by-laws of the association shall authorize, at a minimum, the following responsibilities and authorities:

- To enforce covenants and conditions required by this Title, or in the lot owner's association.
- To levy and collect assessments against all lots to adequately accomplish the association's responsibilities.
- To collect money from unit owners to finance future improvements.
- To collect delinquent assessments through the courts, including money to pay for the costs of court action.
- To enter into contracts to build, maintain and manage common facilities required by this Title.
- To allow amendments to the by-laws for improvements required by this Title require a land division alteration to be submitted, approved and finalized in accordance with this Title.

17. Prior to final plat approval, underground utilities must be installed to each lot by the land divider including, but not limited to electrical and telephone. Television cable is optional, provided that if cable service is installed, it must be installed underground. Reservation of all required utility easements must be assured and clearly shown on the face of the final plat.

18. All required improvements shall be installed by the land divider after the County has granted preliminary approval and prior to final approval in accordance with the following procedures:

- Underground utilities, sanitary sewers, and storm drains installed in the road right-of-way shall be constructed before surfacing of streets. Stubs for service connections for underground utilities and sanitary sewers shall be placed so as to avoid disturbance of street improvements when service connections are made.
- A drawing showing required improvements as constructed shall be signed by the designer or installer, retained by the land divider and shall be submitted and filed with the Road Department upon completion of the improvements.

- Lot Grading: Grading and filling of lots in a land division having an average slope of ten (10) percent or more shall be in compliance with the most recent edition of the Uniform Building Code adopted by Clallam County, and comply with the Chapter 27.12 CCC, and the Clallam County Drainage Manual, if applicable.
  - Minimum improvements required by this Title shall be installed at the expense of the land divider prior to final approval.
  - The County Public Works Department shall inspect and approve all required construction prior to final approval.
19. Prior to inspection of the required improvements, the Applicant shall submit a completed *Affidavit of Improvements and Improvement Inspection Request* (forms available at the Clallam County Department of Community Development).
  20. The Applicant shall submit a Certificate of Title dated no earlier than 30 days prior to submitting for final plat approval.
  21. The above requirements are subject to change if proposed lot sizes or any other information provided by the Applicant or their authorized representative proves inaccurate.
  22. Current year property taxes (year in which the subdivision is to receive final approval) and any delinquent assessments for which the property may be liable to be paid in full to the Clallam County Treasurer.
  23. Upon completion of all of the above requirements, the Applicant shall submit the certificate of title and three (3) copies of the proposed final plat and appropriate fees for review by the Administrator for final approval.
  24. All certification stamps and signatures shall be in permanent black ink.
  25. The Clallam County Auditor will only accept a final plat which shall consist of one or more pages, each 18 inches wide by 24 inches, clearly and legibly drawn on polyester base (mylar) film with a minimum thickness of three mil. All drawing and lettering on the final plat shall be in permanent black ink. The only acceptable alternative is photographically processed mylar film copies (photographically processed means fixed line silver based photopositive chemical process). The following processes are not acceptable: Diazo (ammonia) process mylar, electrostatic mylar, wash off (wet erasable) mylar, sepia paper, pencil on mylar or tracing paper.

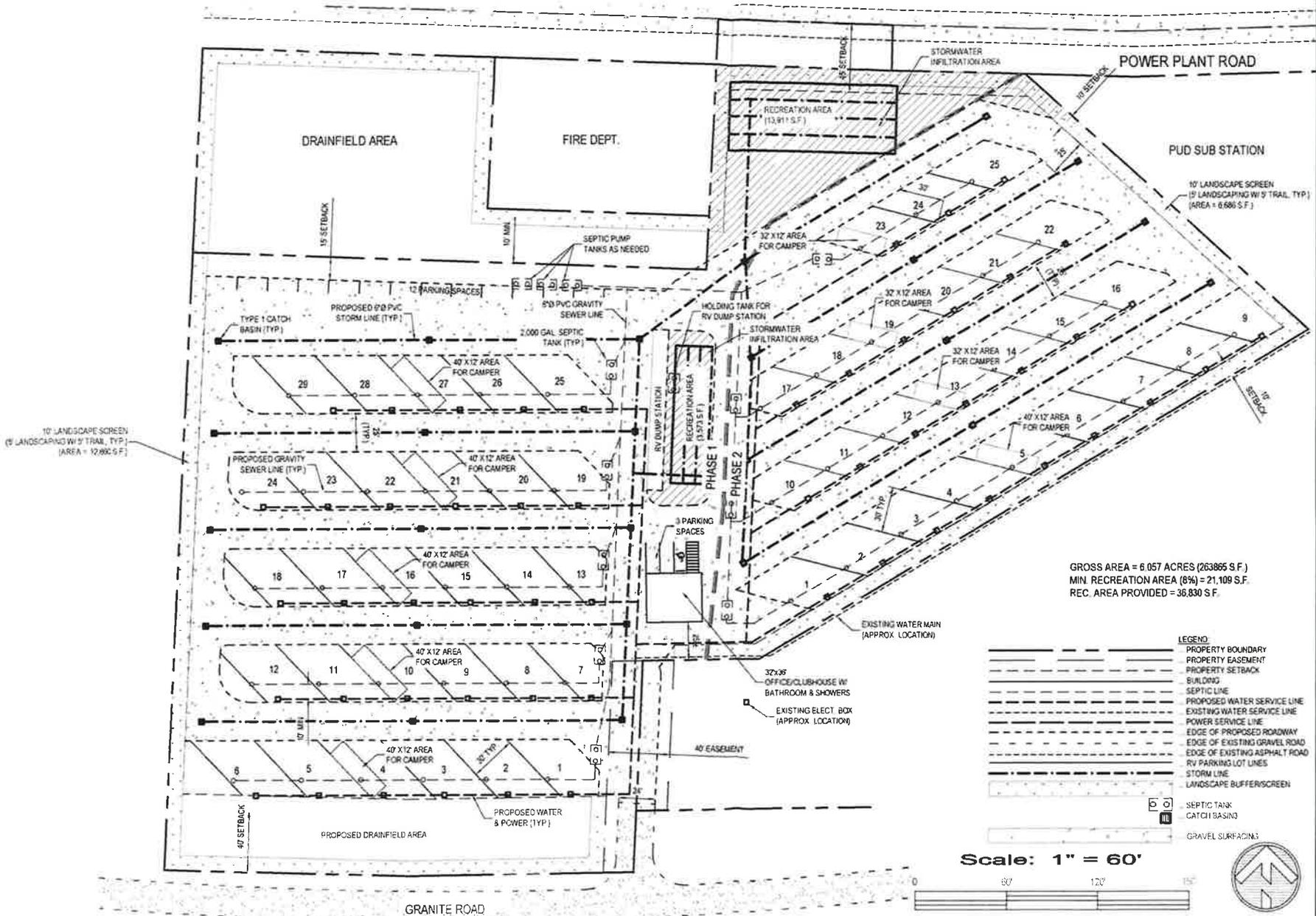
26. As the legislative authority for Clallam County, the Board of Commissioners shall grant final approval upon finding that the Applicant has complied with all requirements and conditions consistent with this chapter. The Administrator shall forward a final subdivision along with a statement on whether or not all requirements have been met, including a recommendation to the Board for its action. The Board shall take action on final subdivisions at its next regularly scheduled meeting.
27. A final plat which meets all of the requirements of Title 29 CCC and of this decision shall be submitted to the Administrator for processing and approval within five (5) years of the date of this preliminary land division approval. The land divider may divide the land division into two phases, staging installation of minimum improvements and the survey of the land division according to the approved phasing scheme. The final plat may be presented to the County at any time during the period of preliminary approval. The preliminary approval shall be null and void unless a final plat is approved and recorded during the original five-year approval period.

**DECIDED** this 20<sup>th</sup> day of May 2021.



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ANDREW M. REEVES  
Hearing Examiner  
Sound Law Center



GROSS AREA = 6.057 ACRES (263865 S.F.)  
 MIN. RECREATION AREA (8%) = 21,109 S.F.  
 REC. AREA PROVIDED = 36,830 S.F.

- LEGEND:**
- PROPERTY BOUNDARY
  - - - PROPERTY EASEMENT
  - - - PROPERTY SETBACK
  - ▭ BUILDING
  - SEPTIC LINE
  - - - PROPOSED WATER SERVICE LINE
  - - - EXISTING WATER SERVICE LINE
  - - - POWER SERVICE LINE
  - - - EDGE OF PROPOSED ROADWAY
  - - - EDGE OF EXISTING GRAVEL ROAD
  - - - EDGE OF EXISTING ASPHALT ROAD
  - - - RV PARKING LOT LINES
  - - - STORM LINE
  - - - LANDSCAPE BUFFER/SCREEN
  - SEPTIC TANK
  - CATCH BASIN
  - ▨ GRAVEL SURFACING



**PRELIMINARY SITE LAYOUT**

TITLE: RV PARK FOR SIMMONS, CLALLAM COUNTY WASHINGTON - PARCEL NO. 07-30-14-210010 & 07-30-14-210100

CLIENT: RANDY SIMMONS  
 677 OLIVFORD ROAD  
 PORT ANGELES, WA 98103

ZENOVIC & ASSOCIATES  
 INCORPORATED  
301 EAST 5TH ST. SUITE 1  
 PORT ANGELES, WASH WA 98101  
 PH: 360-337-1200  
 FAX: 360-337-1201  
 EMAIL: ZENO@ZENOVIC.COM

SCALE: 1" = 60'

DATE: 2/18/2021

FILE: 20073-E3

JOB NO: 20073

SHEET 1 OF 2



4a  
JAN 26 2026

# AGENDA ITEM SUMMARY

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

Department: **BOCC**

**WORK SESSION**  Meeting Date: **1/26/26**

**REGULAR AGENDA**  Meeting Date:

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 – Update only

Documents exempt from public disclosure attached:

**Executive summary:**

Legislative Session Update:

The purpose of this discussion will be to regularly review Clallam County’s priorities, projects and programs that require support from the Washington State Legislature and to plan and coordinate our individual and collective outreach efforts. We envision this to be a standing weekly agenda item throughout the term of this current Legislative session.

**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?)

Update only.

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

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

**Relevant Departments:** Board of Commissioners

\* 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)

Legislative update 1-26-26  
Revised: 3-04-2019