



**AGENDA**  
**BOARD of CLALLAM COUNTY COMMISSIONERS**  
223 East 4<sup>th</sup> Street, Room 160  
Port Angeles, Washington  
January 27, 2026 – 10 a.m.

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

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 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)

**CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

**REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA**

**PUBLIC COMMENT FOR AGENDA ITEMS – Please limit comments to three minutes (10 minutes total)**

**CONSENT AGENDA – Any Commissioner may remove items for discussion**

1a Approval of vouchers for the week of January 19

The Following warrants and electronic payments are approved for payment:

<b>Accounts Payable:</b>	Total
Warrant numbers: 9948647-9948862	<b>\$852,873.69</b>
Electronic payments dates: n/a	<b>\$0.00</b>
Total Accounts Payable:	<b>\$852,873.69</b>

1b Approval of payroll for a period ending December 31

The following voucher/warrants/electronic payments are approved for payment:

<b>Payroll</b>	<b>Total</b>
<b>Warrant Numbers</b>	
183204 – 183689, 9948231 – 9948263	\$1,489,927.91
<b>Electronic Payment Date</b>	
1/12/2026 – 1/19/2026	\$1,505,273.16
Total Payroll:	\$2,995,201.07

1c Approval of minutes for the week of January 19

1d Purchase order with GIS ESRI Enterprise for technology software and maintenance services

1e Resolution canceling uncollectible personal property taxes

**REPORTS AND PRESENTATIONS**

**CONTRACTS AND AGREEMENTS**

2a Agreement with Department of Commerce for the STOP Grant Program

2b Agreement with Security Services Northwest for Courthouse security services

**AGENDA for the Meeting of January 27, 2026**  
**CLALLAM COUNTY BOARD OF COMMISSIONERS**  
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- 2c Agreement amendment 2 with SWCA Environmental Consultants for Wildfire Protection Plan
- 2d Agreement with Reflections Counseling Services Group for Behavioral Health Funds/\$204,684.22
- 2e Agreement with Peninsula Behavioral Health for Behavioral Health Funds/\$340,000
- 2f Agreement with Peninsula Behavioral Health for Behavioral Health Funds/\$66,666.66
- 2g Agreement with Olympic Peninsula Community Clinic for Behavioral Health Funds/\$204,684.22
- 2h Agreement with First Step Family Support Center for Behavioral Health Funds/\$200,000
- 2i Agreement with Transformations by Olympic Angels for Behavioral Health Funds/\$25,294
- 2j Agreement with Benji Project for Behavioral Health Funds/\$55,000
- 2k Agreement with The Boys and Girls Club of the Olympic Peninsula for Behavioral Health Funds/\$70,000
- 2l Agreement with West End Outreach Services for Behavioral Health Funds/\$50,000
- 2m Agreement with Olympic Personal Growth Center for Behavioral Health Funds/\$144,684.22
- 2n Agreement with Sequim Schools for Behavioral Health Funds/\$90,906.25

**BUDGET**

- 3a Resolution for consideration to adopt the following budget revisions:  
Health & Human Services–Environmental Health – The HHS Environmental Health budget is being revised to purchase a venting unit for the water lab, replacing a 2025 budget request that was not used because the final invoice exceeded the approved amount/\$10,000

**PUBLIC COMMENT – Please limit comments to three minutes**

**FINAL ITEM – Commissioner Forum**

**(This Session will be held on the 4<sup>th</sup> Tuesday of each month when BOCC concludes its other agenda items. The Session will be held for 45 minutes or until there are no further questions. Regardless of the start time, this session will end no later than 11:45 a.m.)**

- 4a Commissioner Forum

**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

<b>The following meetings are scheduled for the Board of Commissioners</b> <b>Meetings are held in the BOCC Board Room 160 unless indicated otherwise</b>	
<u>Monday, January 26:</u>	9:00 a.m. Work Session
<u>Tuesday, January 27:</u>	10:00 a.m. Board Meeting
	3:00 p.m. William Shore Memorial Pool District Meeting (225 E 5th Street, PA)
<u>Wednesday, January 28:</u>	8:00 a.m. Coffee with Colleen (Virtually with EDC)
<u>Friday, January 30:</u>	12:00 p.m. WSAC Legislative Update (Virtually with WSAC)

**AGENDA for the Meeting of January 27, 2026**  
**CLALLAM COUNTY BOARD OF COMMISSIONERS**  
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**INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:**

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

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

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



1a

JAN 27 2026

Date of report: January 21, 2026

<b>General Fund</b>	<b>\$337,107.11</b>
<b>Other Funds</b>	<b>\$515,766.58</b>
<b>Total</b>	<b>\$852,873.69</b>

STATE OF WASHINGTON

County of Clallam

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

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026.

\_\_\_\_\_  
SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS  
CLALLAM COUNTY, WASHINGTON

\_\_\_\_\_  
MIKE FRENCH, Chair

\_\_\_\_\_  
RANDY JOHNSON

\_\_\_\_\_  
MARK OZIAS

\_\_\_\_\_  
TODD MIELKE, County Administrator

## Accounts Payable Expenditures

January 19 - 23, 2026

Fund #	Department	Expenditures		Use Tax		Totals by Dept. (less use tax)	
		General Fund (GF)	Other Non-GF Funds	GF	Non-GF		
00100.221	<b>Auditor</b>	1,523.32				<b>Auditor</b>	1,550.82
12401.221	Auditor - Document Preservation		27.50				
00100.241/244/291/831	<b>Commissioners (BOCC)</b>	5,370.04				<b>BOCC</b>	158,982.23
19914.291	BOCC - Veterans Relief		2,177.19				
19925.291	BOCC - Hotel/Motel		118,810.00				
19941.291	BOCC - Opportunity Fund		32,625.00				
00100.843	<b>Coroner</b>	1,721.71				<b>Coroner</b>	1,721.71
00100.331-334	<b>Dept. of Community Develop't (DCD)</b>	18,765.08				<b>DCD</b>	18,765.08
00100.871	<b>District Court I (DC I)</b>	265.71				<b>DC I</b>	749.34
00100.871	DC I - Jury	483.63					
00100.881	<b>District Court II (DC II)</b>	10,552.09				<b>DC II</b>	10,552.09
11301.511	<b>Health &amp; Human Services (HHS)</b>		12,714.94			<b>HHS</b>	145,889.40
00100.511	HHS - Environmental Health	23,604.72					
00100.513	HHS - Admin	293.80					
11323.511	HHS - Chem Dep/Mental Hlth		10,809.07				
11331.511	HHS - Developmental Disabilities		98,466.87				
00100.461	<b>Human Resources (HR)</b>	3,227.22				<b>HR</b>	145,985.73
50401.461	HR - Risk Management		86,480.84				
50501.461	HR - Workers Compensation		897.86				
50701.461	HR - Unemployment Compensation		55,379.81				
00100.411	<b>Information Technology (IT)</b>	145,059.48				<b>IT</b>	145,059.48
00100.851	<b>Juvenile Services</b>	7,712.49		7.47		<b>Juvenile Svcs.</b>	7,712.49
13001.381	<b>Noxious Weeds - Nox Weed Control</b>		268.42			<b>Nox. Weeds</b>	268.42
00100.911/912	<b>Parks Fair Facilities (PFF)</b>	11,266.38				<b>PFF</b>	16,591.12
30101.911	PFF - REET 1 (Real Estate Excise Tax)		2,404.74				
30501.911	PFF - Capital Projects		2,920.00				
00100.841-842	<b>Prosecuting Attorney</b>	9,602.14				<b>Prosecutor</b>	9,602.14
	<b>Public Works (PW)</b>					<b>PW</b>	87,310.17
10101.611	PW - Roads		15,671.29				
40201.611	PW - Solid Waste		6,290.00				
41401.611	PW - Clallam/Sekiu Sewer		1,586.92				
43401.611	PW - Bullman Beach Water System		618.90				
50301.611	PW - ER&R (Equip't Rental & Revolving)		63,143.06				
00100.811-815.817	<b>Sheriff</b>	61,721.84		1,066.80		<b>Sheriff</b>	64,530.71
11003.811	Sheriff - Boating Safety		545.00				
11008.811	Sheriff - OPNET Drug		230.95				
11065.811	Sheriff - OPSCAN Operations		1,884.86				
11080.811	Sheriff - Inmate Commissary		148.06		1.78		
00100.861	<b>Superior Court</b>	34,753.74				<b>Superior Court</b>	36,417.26
12905.861	Superior Court - Dispute Resolution		1,140.00				
12911.861	Superior Court - Courthouse Facilitator		523.52				
00100.931	<b>WSU Extension</b>	109.45				<b>WSU Ext</b>	109.45
	<b>Total</b>	<b>336,032.84</b>	<b>515,764.80</b>	<b>1,074.27</b>	<b>1.78</b>	<b>Total</b>	<b>851,797.64</b>

<b>Expenditures</b>	<b>851,797.64</b>	<b>Use Tax</b>	<b>1,076.05</b>
	<b>Grand Total</b>		<b>852,873.69</b>

Report Reconciliation	
Total	851,797.64
Final Check Lists	851,797.64
Difference	-

VISA Statement Balance:	-
Statement date:	

TOTALS	
General Fund	337,107.11
Non-General Fund	515,766.58
<b>GRAND TOTAL</b>	<b>852,873.69</b>

COPY

Prepared by: \_\_\_\_\_  
Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report  
CLALLAM COUNTY

<u>Tran Date</u>	<u>Vendor Name</u>	<u>Invoice / Credit Memo No.</u>	<u>Doc Group</u>	<u>Taxable Amount</u>	<u>Tax Amount</u>	<u>Invoice Total</u>
1/27/2026	CHARM-TEX	0430838-IN	chanson3	83.92	7.47	83.92
1/27/2026	ENDUR ID INC	20-27671	jkoon2	1,206.32	107.36	1,206.32
1/27/2026	SWANSONS SERVICES CORP.	2023104	jkoon2	20.00	1.78	20.00
1/27/2026	VERSATERM PUBLIC SAFETY US INC	INV41-03208	jkoon2	10,780.25	959.44	10,780.25
			<b>Totals:</b>	<b>12,090.49</b>	<b>1,076.05</b>	<b>12,090.49</b>

*Auditor*

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/27/2026	0000152	BALLOT & BUSINESS FOF 6572	1/9/2026	CONFIRMATION CARD PAPER	1,503.36	1,503.36
	1/27/2026	0019068	K&H INTEGRATED PRINT 068941	12/19/2025	RETURN INKJET 2D TEST EN	19.96	19.96
	1/27/2026	0020849	U S BANK 4911264S185	12/1/2025	DOCUMENT SHREDDING	27.50	27.50
<b>Sub total for U S BANK:</b>							<b>1,550.82</b>

1,550.82+  
 156,805.04+  
 1,721.71+  
 18,765.08+  
 265.71+  
 483.63+  
 10,552.09+  
 134,754.89+  
 11,134.51+  
 90,605.92+  
 63,483.00+  
 145,059.48+  
 7,712.49+  
 268.42+  
 15,051.93+  
 9,602.14+  
 63,143.06+  
 9,107.29+  
 8,495.82+  
 52,851.76+  
 11,678.95+  
 36,417.26+  
 109.45+  
 2,177.19+  
 851,797.64\*+  
 0\*\*

BOCC

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/27/2026	0000507	CLALLAM COUNTY ECON 4728	1/14/2026	EDC CONTRACT SERVICES 1	32,625.00	32,625.00
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM 1171184	1/15/2026	MAINTENANCE & USAGE - 10	613.80	
			1171183	1/15/2026	MAINTENANCE & USAGE - 10	109.32	
			1171185	1/15/2026	MAINTENANCE & USAGE - 10	16.49	
			1171182	1/15/2026	MAINTENANCE & USAGE - 91	0.48	740.09
	1/27/2026	0001607	KAREN L UNGER, P.S. 10008 AUG-DEC	1/15/2026	SUPERIOR COURT CONFLICT	1,687.50	1,687.50
	1/27/2026	0002534	STATE AUDITOR'S OFFICE L172399	1/15/2026	ACCOUNTABILITY/FEDERAL/	2,712.45	2,712.45
	1/27/2026	0003155	WA ST ASSOC OF BOUNC WSABRB-AA26-	1/15/2026	WSABRB ANNUAL ASSMENT	150.00	150.00
	1/27/2026	0005159	PORT ANGELES BUSINESS 668	1/15/2026	2026 PABA ANNUAL MEMBER	80.00	80.00
	1/27/2026	0028923	FORKS CHAMBER OF COM 19925.26.013 FC	1/14/2026	LTAC 19925.26.013 FORKS CH	65,000.00	65,000.00
	1/27/2026	0042633	NEAH BAY CHAMBER OF 19925.26.003 NE	1/13/2026	LTAC 19925.26.003 NEAH BAY	53,810.00	53,810.00
<b>Sub total for U S BANK:</b>							<b>156,805.04</b>

*Cordner*

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0001641	VERIZON WIRELESS	6131882541	1/15/2026	VERIZON DECEMBER SERVICE	91.71	91.71
	1/27/2026	0001672	WACME	2026	1/15/2026	WACME 2026 DUES	150.00	150.00
	1/27/2026	0019516	LINDE PRICE FUNERAL S	2026.01	1/15/2026	UNCLAIMED DISPOSITION	1,325.00	1,325.00
	1/27/2026	0020849	U S BANK	300005526	1/14/2026	IACME 2026	100.00	
			4913344S185		1/14/2026	SHREDDING SERVICES DEC	45.00	
			200004116		1/14/2026	IACME WEBINAR	10.00	155.00
<b>Sub total for U S BANK:</b>								<b>1,721.71</b>

DCD

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/27/2026	0000799	JAMESTOWN SKLALLAM 2121-1	1/12/2026	G1 T5 PRO SERVICES	1,201.23	1,201.23
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM 1171189	1/1/2026	#10293 DEC 2025	344.90	
			1171191	1/7/2026	#12397 DEC 2025	184.17	
			1171190	1/1/2026	#12212 DEC 2025	65.01	
			1171188	1/1/2026	#10051 DEC 2025	17.42	611.50
	1/27/2026	0001253	PORT ANGELES SOLID W CPA 1-5-26	1/6/2026	CE LANDFILL DISPOSAL	141.54	141.54
	1/27/2026	0020849	U S BANK BLUEBEAM 12-	1/6/2026	BLDG SUBSCRIPTION UPGR	718.74	
			ARIAT 12-8-25	1/6/2026	CE UNIFORM SHEETS	381.10	
			BAYVIEW 1-1-26	1/14/2026	DCD STORAGE JAN 2026	169.00	
			CRAVERS 12-15	1/6/2026	G145 T1 MRC STORAGE JAN	85.00	1,353.84
	1/27/2026	0047949	WA ST DEPT OF LICENSII 10288917559	1/2/2026	CE VESSEL SEARCH	4.20	4.20
	1/27/2026	0049595	FACET NW INC 0067965	11/12/2025	G16 PRO SERVICES	10,101.77	
			0069641	1/13/2026	G16 PRO SERVICES	5,351.00	15,452.77
<b>Sub total for U S BANK:</b>							<b>18,765.08</b>

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0001693	WA STATE BAR ASSOCIA	1016966507	1/14/2026	WA STATE BAR - JUDICIAL LI	49.08	49.08
	1/27/2026	0021386	STAPLES ADVANTAGE	6052165783	1/3/2026	STAPLES OFFICE SUPPLIES	72.31	
				6052165781	1/3/2026	STAPLES OFFICE SUPPLIES	50.28	
				6052165782	1/3/2026	STAPLES OFFICE SUPPLIES	50.28	
				6052165779	1/3/2026	STAPLES - OFFICE SUPPLIES	34.84	
				6052165780	1/3/2026	STAPLES OFFICE SUPPLIES	8.92	216.63
<b>Sub total for U S BANK:</b>								265.71

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0047218	SHAFFAR, MARIA	DIST126962035	1/1/2026	JURY PAYMENT	11.45	11.45
	1/27/2026	0051758	PITZ, DANIEL	DIST126947942	1/1/2026	JURY PAYMENT	12.90	12.90
	1/27/2026	0051759	BAILEY, ANDREW	DIST126973988	1/1/2026	JURY PAYMENT	23.05	23.05
	1/27/2026	0051760	RAPOZO, ZACHARY	DIST126930876	1/1/2026	JURY PAYMENT	37.55	37.55
	1/27/2026	0051761	RIDGWAY, VANESSA	DIST126963508	1/1/2026	JURY PAYMENT	33.20	33.20
	1/27/2026	0051762	ROPER, MELODY	DIST126939112	1/1/2026	JURY PAYMENT	33.20	33.20
	1/27/2026	0051763	RUFENER, SUSAN	DIST126954191	1/1/2026	JURY PAYMENT	23.05	23.05
	1/27/2026	0051764	TETREAU, MICHAEL	DIST126956667	1/1/2026	JURY PAYMENT	12.90	12.90
	1/27/2026	0051765	TREW, DALE	DIST126963819	1/1/2026	JURY PAYMENT	21.60	21.60
	1/27/2026	0051766	WILKINS, CHAD	DIST126943959	1/1/2026	JURY PAYMENT	70.90	70.90
	1/27/2026	0051767	WISE, PATTI	DIST126951147	1/1/2026	JURY PAYMENT	34.65	34.65
	1/27/2026	0051768	BECKETT, JESSICA	DIST126976858	1/1/2026	JURY PAYMENT	10.73	10.73
	1/27/2026	0051769	DICKMAN, LINDA	DIST126930844	1/1/2026	JURY PAYMENT	12.90	12.90
	1/27/2026	0051770	FRAZIER, KATHARINE	DIST126961944	1/1/2026	JURY PAYMENT	14.35	14.35
	1/27/2026	0051771	HEIKKILA, TOSHA	DIST126954202	1/1/2026	JURY PAYMENT	24.50	24.50
	1/27/2026	0051772	KUPSTAS, ALBERT	DIST126935119	1/1/2026	JURY PAYMENT	23.05	23.05
	1/27/2026	0051773	LACHANCE, CINDY	DIST126976031	1/1/2026	JURY PAYMENT	34.65	34.65
	1/27/2026	0051774	MORGAN, TAMARA	DIST126974173	1/1/2026	JURY PAYMENT	12.90	12.90
	1/27/2026	0051775	NEWBOLD, MARK	DIST126947203	1/1/2026	JURY PAYMENT	36.10	36.10
<b>Sub total for U S BANK:</b>							<b>483.63</b>	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/27/2026	0000593	FORKS, CITY OF 3421	1/27/2026	FIRST QUARTER BUILDING R	8,690.18	8,690.18
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM 1171173	1/27/2026	CANON IRA4845 MAINTENAN	23.41	23.41
	1/27/2026	0001641	VERIZON WIRELESS 6129363204	1/27/2026	PROBATION OFFICER CELL	41.41	
			6131882536	1/27/2026	PROBATION OFFICER CELL	41.41	82.82
	1/27/2026	0028923	FORKS CHAMBER OF CO 2026-4829	1/27/2026	ANNUAL DUES	100.00	100.00
	1/27/2026	0032370	DOWNING, MARK 915686	1/27/2026	OFFICE SUPPLIES	23.99	
			8304228	1/27/2026	OFFICE SUPPLIES	17.35	
			5428256	1/27/2026	OFFICE SUPPLIES	17.32	
			3911418	1/27/2026	OFFICE SUPPLIES	8.12	66.78
	1/27/2026	0042284	LUNDBERG, JAMES 513610	1/27/2026	JANITORIAL SERVICES	81.40	81.40
	1/27/2026	0047777	LUCAS PEREZ, HUGO 091	1/27/2026	MAM INTERPRETER	227.50	
			094	1/27/2026	MAM INTERPRETER	195.00	422.50
	1/27/2026	0049146	NEPENTHE LABORATORY 4115	1/27/2026	PROBATION UA TESTING	420.00	
			4069	1/27/2026	PROBATION UA TESTING	315.00	
			4109	1/27/2026	PROBATION UA TESTING	210.00	
			4100	1/27/2026	PROBATION UA TESTING	140.00	1,085.00
<b>Sub total for U S BANK:</b>							<b>10,552.09</b>

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/27/2026	0036231	FISHER SCIENTIFIC COM 5254882	11/28/2025	WATER LAB - CAPITAL EXPEM	9,996.10	9,996.10
	1/27/2026	0000700	HACH COMPANY 14792306	12/12/2025	WATER LAB - LAB SUPPLIES	971.82	
			14791064	12/11/2025	WATER LAB - LAB SUPPLIES	585.81	1,557.63
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM 1171230	12/31/2025	ADMIN - COPIER 12541	128.76	
			1171229	12/31/2025	ONSITE - COPIER 12542	115.02	
			1171222	12/31/2025	WATER LAB - COPIER 9310	4.90	248.68
	1/27/2026	0051756	SODERLING, LOU ANN LAS Reimb 1-8-2	1/8/2026	FOOD - REIMBURSEMENT FC	158.40	158.40
	1/27/2026	0020849	U S BANK 3084 1-6-26 4	12/18/2025	WATER LAB - CANVA - PRINTI	103.46	
			4298 1-6-26	12/27/2025	WATER LAB - AMAZON - OFFI	52.78	156.24
	1/27/2026	0001641	VERIZON WIRELESS 6132205296-1	12/28/2025	WATER QUALITY - J STRIVEN	353.16	353.16
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM 1171231	12/31/2025	HADM - WEST WORK ROOM	120.36	120.36
	1/27/2026	0020849	U S BANK 5502-2 12-29-25	1/6/2026	HADM - AMAZON - FILE FOLD	123.46	
			5502-3 12-29-25	1/6/2026	HADM - AMAZON - SIGNS	43.46	
			5502-1 12-16-25	1/6/2026	HADM - AMAZON - CHECK RE	6.52	173.44
	1/27/2026	0000296	CENTURYLINK CL 01-06-26	1/6/2026	HOPS - FORKS OFFICE PHON	393.85	393.85
	1/27/2026	0000599	FORKS OUTFITTERS ACCT19 01-08-2	1/8/2026	HOPS - GARBAGE BAGS	21.78	21.78
	1/27/2026	0001012	MOODY, TINA TM BT 01-06-26	1/6/2026	HOPS - BUSINESS MILEAGE -	78.40	78.40
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM 1171225	12/31/2025	HOPS - HRHC COPIER	116.99	
			1171226	12/31/2025	HOPS - PUBLIC HEALTH 1ST	77.31	
			1171227	12/31/2025	HOPS - FORKS COLOR	13.58	
			1171228	12/31/2025	HOPS - FORKS SINGLE COLC	2.27	210.15
	1/27/2026	0001395	SANOFI PASTEUR, INC. 7144664415	1/5/2026	HOPS - TUBERSOL	249.50	249.50
	1/27/2026	0049218	SQUEAKY CLEAN SERVIC 367-2026	1/13/2026	HOPS - CLEANING/SANITIZIN	750.00	
			366-2026	1/13/2026	HOPS - CLEANING/SANITIZIN	720.00	1,470.00

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0020849	U S BANK					
			9705-3 12-19-25	1/6/2026	HOPS - SMARTPRESS - VACC	2,467.09		
			8010-1-2 12-09-25	1/6/2026	HOPS - WALMART - SLEEPIN	2,329.00		
			9705-1 12-18-25	1/6/2026	HOPS - SMARTPRESS - HEAL	2,041.31		
			8010-3-4 12-12-25	1/6/2026	HOPS - COSTCO - WATER, C	738.18		
			5178-3 12-17-25	1/6/2026	HOPS - FELT RIGHT - SOUND	503.44		
			5178-2 12-17-25	1/6/2026	HOPS - STARLINK SUBSCRIP	305.00		
			8010-5 12-24-25	1/6/2026	HOPS - IN THE WORKS - ALL	165.00		
			5178-5 12-29-25	1/6/2026	HOPS - AMAZON - BASKETS,	140.99		
			5178-1 12-16-25	1/6/2026	HOPS - AMAZON - BROCHUR	82.09		
			5178-6 12-30-25	1/6/2026	HOPS - CANVA - HRHC RACK	70.24		
			8010-7 12-30-25	1/6/2026	HOPS - SAFEWAY - GROUP S	50.89		
			4902-1 12-27-25	1/6/2026	HOPS - STARLINK - MINI N SL	50.00		
			4951-1 12-27-25	1/6/2026	HOPS - STARLINK - MINI J SU	50.00		
			8010-6 12-24-25	1/6/2026	HOPS - HARM REDUCTION LI	50.00	9,043.23	
	1/27/2026	0001641	VERIZON WIRELESS	6132205296-2	12/28/2025	HOPS - HHS CELL PHONES	1,060.85	1,060.85
	1/27/2026	0033201	WESTSIDE PIZZA	WP 01-06-26	1/6/2026	HOPS - GROUP SUPPORT SL	187.18	187.18
	1/27/2026	0000577	FIRST STEP FAMILY SUPP	11323-24-FSFS	12/29/2025	CD/MH - PARENTS AS TEACH	10,809.07	10,809.07
	1/27/2026	0000396	CONCERNED CITIZENS	CC STATE 12-25	1/12/2026	DDD - STATE CONTRACT - DE	71,736.00	
				CC PASD 12-25	1/7/2026	DDD - PASD - DECEMBER 202	4,200.00	
				11331-24-CC-FA	1/8/2026	DDD - FUN ACTIVITIES AND C	3,567.66	
				11331-24-CC-CF	1/8/2026	DDD - CHILDFIND AND OUTR	3,419.00	
				CC SSD 12-25	1/7/2026	DDD - SSD - DECEMBER 2025	1,680.00	
				11331-24-CC-BT	1/8/2026	DDD - BRIDGES TO THE FUTU	1,424.21	86,026.87
	1/27/2026	0017530	PIERCE JONES & ASSOC	PJA QVSD 12-25	1/12/2026	DDD - QVSD - DECEMBER 202	4,800.00	
				PJA PASD 12-25	1/8/2026	DDD - PASD - DECEMBER 202	3,620.00	
				PJA SSD 12-25	1/8/2026	DDD - SSD - DECEMBER 2025	3,020.00	
				PJA ETR 12-25	1/12/2026	DDD - ETR - DECEMBER 2025	1,000.00	12,440.00
<b>Sub total for U S BANK:</b>							<b>134,754.89</b>	

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01/21/2026 11:50:43AM

Invoice Status Report  
CLALLAM COUNTY

HHS(2)

<u>Invoice #</u>	<u>Description</u>	<u>Doc #</u>	<u>Inv Date</u>	<u>Tran Date</u>	<u>Due Date</u>	<u>Orig</u>	<u>Group</u>	<u>Status</u>	<u>Total Amount</u>	<u>Type</u>
3191232793	WATER LAB - LAB SUPPLIES	2108064	12/31/2025	1/28/2026	1/1/2026	ap	creynold	Active	8,786.87	in
	Vendor #: 0000769 IDEXX DISTRIBUTION INC			Net 1						
3191354292	WATER LAB - LAB SUPPLIES	2108065	1/2/2026	1/28/2026	1/3/2026	ap	creynold	Active	1,967.95	in
	Vendor #: 0000769 IDEXX DISTRIBUTION INC			Net 1						
3191629960	WATER LAB - LAB SUPPLIES	2108063	1/7/2026	1/28/2026	1/8/2026	ap	creynold	Active	379.69	in
	Vendor #: 0000769 IDEXX DISTRIBUTION INC			Net 1						
								<b>3 Invoices Totaling</b>	<b>11,134.51</b>	

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0001136	OLYMPIC MEDICAL CENT	97121078440201	1/14/2026	PRE EMPLOYMENT	1,186.00	1,186.00
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM	1170615	1/14/2026	ERGONOMICS	597.86	
				1171215	1/14/2026	HR COPY MACHINE	338.22	
				1171214	1/14/2026	PUBLIC RECORDS COPY MA	44.62	980.70
	1/27/2026	0001297	PUBLIC SAFETY TESTING	PST25-1727	1/14/2026	PRE EMPLOYMENT TESTING	484.00	484.00
	1/27/2026	0001680	WA COUNTIES RISK POO	C251231012	1/14/2026	INCURRED CLAIM COSTS	4,808.77	
				C251231013	1/14/2026	INCURRED CLAIM COSTS	874.68	
				C251231016	1/14/2026	INCURRED CLAIM COSTS	663.30	
				C251231014	1/14/2026	INCURRED CLAIM COSTS	195.20	
				C251231015	1/14/2026	INCURRED CLAIM COSTS	107.50	6,649.45
	1/27/2026	0017582	ARTHUR J GALLAGHER F	5940543	1/14/2026	EXCESS CYBER INSURANCE	61,838.05	61,838.05
	1/27/2026	0025115	RADIA INC PS	DOS 122325 LL	1/14/2026	PRE EMPLOYMENT	273.80	273.80
	1/27/2026	0037692	SEBRIS BUSTO JAMES	85295	1/14/2026	LEGAL SERVICES	845.00	
				85269	1/14/2026	LEGAL SERVICES	650.00	
				85296	1/14/2026	LEGAL SERVICES	487.50	
				85297	1/14/2026	LEGAL SERVICES	422.50	2,405.00
	1/27/2026	0044480	MINERT & ASSOCIATES	347356	1/14/2026	DOT RANDOM DRUG TESTIN	1,008.00	
				346355	1/14/2026	DOT RANDOM DRUG TESTIN	596.00	1,604.00
	1/27/2026	0046341	CIVICPLUS LLC	357270-PR	1/14/2026	PUBLIC RECORDS CIVICPLU	11,764.92	11,764.92
	1/27/2026	0048906	DR PANZA LLC	1593	1/14/2026	PRE EMPLOYMENT	3,420.00	3,420.00
<b>Sub total for U S BANK:</b>								<b>90,605.92</b>

HR Payroll

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	1/27/2026	0000521	EMPLOYMENT SECURITY 4Q2025UNEMP	1/16/2026	4TH QTR 2025 UNEMPLOYME	55,379.81	55,379.81
	1/27/2026	0016373	WESTERN CONFERENCE PENDEC25	1/9/2026	TEAMSTERS PENSION TRUS	8,103.19	8,103.19
<b>Sub total for U S BANK:</b>							63,483.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0000268	ASTOUND	103951201-0011	1/14/2026	CPI FIBER COMBINED	4,097.61	4,097.61
	1/27/2026	0000289	CDW GOVERNMENT, INC	AH5BZ1C	1/14/2026	IT20241203 (YEAR 2 OF 3) - C	96,246.20	96,246.20
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM	1171187	1/14/2026	IT COPY COUNTS	26.76	26.76
	1/27/2026	0001641	VERIZON WIRELESS	6131882534	1/14/2026	IT CELL AND DATA PLANS	311.49	311.49
	1/27/2026	0001706	WA TECH	90112025120252	1/14/2026	IGN PORTION	220.00	220.00
	1/27/2026	0004211	CENTURYLINK	333620080-0114	1/14/2026	ALARMS	4.38	4.38
	1/27/2026	0020849	U S BANK	64084271-40215	1/14/2026	IT20260108 - STARLINK	385.00	
				111-3792408-37	1/14/2026	IT20260101	264.05	
				111-7996624-73	1/14/2026	IT20260101A	234.10	
				111-233001-678	1/14/2026	IT20251217A	189.87	
				B1-437309772	1/14/2026	SHER20260108	164.99	
				TEC251228369E	1/14/2026	IT20260101B - TECHSMITH, A	163.34	
				111-2448330-63	1/14/2026	IT20260101A	128.23	
				112-5038269-03	1/14/2026	IT20260101C	37.14	
				112-7770021-47	1/14/2026	IT20260101C	20.63	
				111-8705255-39	1/14/2026	REFUND / CREDIT RETURN	-9.29	
				113-5269435-93	1/14/2026	REFUND / CREDIT RETURN	-36.66	
				113-4696637-40	1/14/2026	RETURN CREDIT REFUND	-48.99	1,492.41
	1/27/2026	0044339	COGNITO LLC	F30E4311T1	1/14/2026	IT20260113	1,348.62	1,348.62
	1/27/2026	0046341	CIVICPLUS LLC	357270	1/14/2026	IT20251121 - CIVICPLUS - IT C	36,552.88	36,552.88
	1/27/2026	0049723	NEW HORIZONS COMMU	C157521	1/14/2026	COUNTY PHONES (IT PORTIC	4,759.13	4,759.13
						<b>Sub total for U S BANK:</b>	<b>145,059.48</b>	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0000306	CHARM-TEX	0430838-IN	1/8/2026	DET SUPPLIES	83.92	83.92
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM	1171424	12/31/2025	EQUIP-REPAIR/MAINT	157.41	
				1171428	12/31/2025	EQUIP-REPAIR/MAINT	59.20	
				1171427	12/31/2025	EQUIP-REPAIR/MAINT	51.95	
				1171426	12/31/2025	EQUIP-REPAIR/MAINT	9.80	
				1171425	12/31/2025	EQUIP-REPAIR/MAINT	0.23	278.59
	1/27/2026	0001556	AXON ENTERPRISE INC	INUS411501	1/1/2026	INSTALLMENT PURCHASE EC	5,000.97	5,000.97
	1/27/2026	0002271	JACOBSEN, JODY	010926JJ	1/13/2026	TRAVEL/TRAINING-REIMB	123.20	123.20
	1/27/2026	0003971	SAFEWAY	092225JM	1/13/2026	RESTITUTION	2.00	2.00
	1/27/2026	0017787	DAIRY FRESH FARMS INC	8122601314	1/13/2026	DET FOOD	85.71	85.71
	1/27/2026	0041147	AMERIGAS PROPANE LP	3185736476	1/14/2026	UTILITIES	1,186.20	
				3185495720	1/6/2026	UTILITIES	923.90	2,110.10
	1/27/2026	0042355	BRILEY, JUDITH	010625JB	1/6/2026	CAP VOL-MILEAGE	28.00	28.00
<b>Sub total for U S BANK:</b>								<b>7,712.49</b>

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0004968	WA STATE WEED COORC	2026WSWCARE	1/8/2026	REGISTRATION FOR 2026 W/	108.70	
				2026WSWCAME	1/8/2026	MEMBERSHIP DUES TO WAS	50.00	158.70
	1/27/2026	0020849	U S BANK	US Bank2026 1	1/6/2026	WA PESTICIDE LICENSE MAN	109.72	109.72
						<b>Sub total for U S BANK:</b>		<b>268.42</b>

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/27/2026	0000087	ANGELES ELECTRIC INC 23757	1/14/2026	JV REPAIR BURNED PLC COM	724.19	
			23721	1/14/2026	JV TRBLSHT LIGHTING CONT	310.37	1,034.56
	1/27/2026	0000172	BAXTER A/P OFFICE 94794	1/14/2026	CH LUBE FILL FOR AIR COMP	54.12	54.12
	1/27/2026	0000359	CLALLAM COUNTY PUBLI 1480 12/25	1/14/2026	CB DEC SEWER	141.25	141.25
	1/27/2026	0000359	CLALLAM COUNTY PUBLI 2025.275sc	1/14/2026	SMPK NOV FUEL	42.72	42.72
	1/27/2026	0000677	GRAINGER INC 9764715372	1/14/2026	2602PR DNGNS TRLS HND HI	1,188.37	
			9759853279	1/14/2026	CH ALKLALINE BATTERIES RI	384.66	
			9767435093	1/14/2026	CH FLAT PLANEL FIXTURE	222.22	1,795.25
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM 1171192	1/14/2026	FG COPIER SERV	3.62	3.62
	1/27/2026	0001258	PORT ANGELES POWER 98073844	1/14/2026	SMPK FILE GUIDE CHAIN LOC	161.25	
			98073677	1/14/2026	SMPK BAR CHAIN OIL BAR SC	23.88	185.13
	1/27/2026	0001300	PUBLIC UTILITY DISTRIC 43120 12/25	1/14/2026	DRA DEC ELECT	384.31	
			25837 12/25	1/14/2026	DRA DEC ELECT	358.12	
			25839 12/25	1/14/2026	DRA DEC ELECT	237.71	
			25840 12/25	1/14/2026	DRA DEC ELECT	168.94	
			25838 12/25	1/14/2026	DRA DEC ELECT	54.57	
			67069 12/25	1/14/2026	SMPK CLLINE UNMETERED L	25.19	1,228.84
	1/27/2026	0001540	SWAIN'S GENERAL STOR 353147	1/14/2026	JV FORCEPTS PWR ERSR EI	38.76	
			353121	1/14/2026	3RD ST RAT TRAPS	12.94	51.70
	1/27/2026	0001718	WA ST DEPT OF REVENU 600-200-622 Q4	1/14/2026	FG Q4 2025 LEASEHOLD EXC	93.75	93.75
	1/27/2026	0001769	WESTERN DETENTION P 202060056	1/14/2026	2008FAC JAIL LCK RPR RPLC	1,216.37	1,216.37
	1/27/2026	0004211	CENTURYLINK 33381111012/25	1/14/2026	CDJ TELEPHONE	175.40	175.40
	1/27/2026	0004211	CENTURYLINK 33355842912/25	1/14/2026	SC TELEPHONE	170.69	170.69
	1/27/2026	0004211	CENTURYLINK 333894964 12/25	1/14/2026	SC TELEPHONE	91.49	91.49
	1/27/2026	0019740	PENINSULA FIRE INC. 78272	1/14/2026	CH YRLY SVC CALL FIRE EXT	1,159.73	
			78273	1/14/2026	VET 3RD JAIL JV FIRE EXTINC	255.86	1,415.59
	1/27/2026	0020849	U S BANK starlink 98766-82	1/14/2026	SC SATELLITE INTERNET FO	130.00	
			viasat a5240667	1/14/2026	CDJ SATELLITE INTERNET	103.44	
			Viasat a5103094	1/14/2026	SC SATELLITE INTERNET	98.43	
			ebay 86516	1/14/2026	JUV I/O CABLE	91.48	
			ebay 38674	1/14/2026	JUV I/O CABLE	91.48	
			ebay 91482	1/14/2026	JUV PT TTL OUT PUT MODUL	40.28	
			Amaz 3288212	1/14/2026	ADM CALENDAR	24.92	580.03
	1/27/2026	0035093	PROMO DIRECT N191500	1/14/2026	FG 2026 FAIR TSHIRTS HOOE	3,075.14	3,075.14

Bank : apbank U S BANK

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<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
	1/27/2026	0041605	HD SUPPLY	9243782661	1/14/2026	CH SPOT RMVR HND SOAP E	776.28	776.28
	1/27/2026	0051171	CONSERVATION TECHNID	1264	1/14/2026	2507PR PARKS MSTR PLN DE	2,920.00	2,920.00
<b>Sub total for U S BANK:</b>								15,051.93

*Prosecutor*

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/27/2026	0000890	LANGUAGE LINE SERVIC 11813335	1/14/2026	LANGUAGE LINE #902054339	82.31	82.31
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM 1171216	1/14/2026	POE CONTRACT	318.89	318.89
	1/27/2026	0001239	PIERCE COUNTY SHERIF 148879	1/14/2026	PERSONAL SERVICE FEE	122.00	122.00
	1/27/2026	0020849	U S BANK	1/14/2026	WESTLAW	3,620.12	
			852756981	1/14/2026	WESTLAW	3,593.99	
			852967476	1/14/2026	WESTLAW	557.48	
			852829229	1/14/2026	WESTLAW	557.48	
			T-00004137	1/14/2026	DISTRICT COURT FILE LABEL	217.28	
			1791493	1/14/2026	LEMAY PICKUP	159.80	
			1796173	1/14/2026	LEMAY SHREDDING	122.25	
			0371408	1/14/2026	OFFICE SUPPLIES	90.20	
			6841861	1/14/2026	OFFICE SUPPLIES	77.59	
			2329017	1/14/2026	OFFICE SUPPLIES	66.02	
			1391459	1/14/2026	OFFICE SUPPLIES	16.73	9,078.94
<b>Sub total for U S BANK:</b>							<b>9,602.14</b>

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/27/2026	0000091	ANGELES MILLWORK & L 383437	1/12/2026	PROPANE FOR 830 830	22.92	22.92
	1/27/2026	0000099	A-1 AUTO PARTS 71110-1	1/9/2026	BATTERY FOR 850 850	250.46	250.46
	1/27/2026	0000172	BAXTER A/P OFFICE 94817	1/10/2026	PARTS FOR PA STORES	137.94	
			94847	1/12/2026	PARTS FOR PA STORES	22.10	160.04
	1/27/2026	0000594	DECKER CITY HARDWAR 907963	10/21/2025	TRAILER JACK FOR 416 416	54.40	
			917664	12/30/2025	PROPANE ~ LC	44.57	98.97
	1/27/2026	0000599	FORKS OUTFITTERS CO978-0022	12/8/2025	HARDWARE FOR LC	113.54	113.54
	1/27/2026	0000848	PAPE KENWORTH NORTI 15862561	1/8/2026	PARTS FOR 241 241	357.95	
			15858158	1/8/2026	EXHAUST TUBE FOR 203 203	250.38	
			15837531	12/30/2025	VALVE EXPANSION FOR 207 ;	141.79	
			15857167	1/8/2026	PARTS FOR 207 207	67.21	817.33
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM 1171242	12/31/2025	01/26 ~ CONTRACT 11823-03	252.85	
			1171241	12/31/2025	01/26 ~ CONTRACT 11822-03	198.71	
			1171240	12/31/2025	01/26 ~ CONTRACT 11459-07	76.49	528.05
	1/27/2026	0001187	PAPE MACHINERY INC 366838-S	12/17/2025	REPAIRS MADE TO 451 451	24,180.97	24,180.97
	1/27/2026	0001252	PORT ANGELES, CITY OF 934-358 0126	1/14/2026	UTILITIES FOR 1033 W LAURI	5,252.14	5,252.14
	1/27/2026	0001300	PUBLIC UTILITY DISTRICT 22716-010526	1/5/2026	01/26 384 FRONTIER ST COU	198.77	198.77
	1/27/2026	0001641	VERIZON WIRELESS 6132890751	1/7/2026	PHONE SERVICES FOR FUEL	261.12	261.12
	1/27/2026	0001713	WA ST DEPT OF NATURA 0100190031	1/2/2026	SURFACE MINING TAX MORS	2,500.00	
			0100190053	1/2/2026	SURFACE MINING TAX RANG	2,500.00	5,000.00
	1/27/2026	0001781	WHITEHEADS AUTO PAR 334125	1/8/2026	FILTERS FOR 845 845	307.33	
			334126	1/8/2026	OIL FILTER FOR LC STORES	27.64	334.97
	1/27/2026	0004211	CENTURYLINK 334063592-0126	1/6/2026	360-452-4766 FICH 20-FICH	109.32	109.32
	1/27/2026	0004448	DAREN'S POINT S TIRE & 0104956	1/13/2026	TIRES FOR MP202 MP202	2,748.14	
			0104925	1/9/2026	TIRE SENSORS FOR OPNET	99.04	2,847.18
	1/27/2026	0022435	RACE STREET AUTO PAR 737647	1/13/2026	VEHICLE PARTS FOR MP196	200.29	
			737670	1/13/2026	SHOP SUPPLIES ~ PA	158.98	
			737449	1/12/2026	FILTERS FOR MP202 MP202	80.10	
			737538	1/12/2026	VEHICLE SUPPLIES FOR OPNET	56.14	
			737251	1/9/2026	HC V-BELT FOR 241 241	40.05	
			736891	1/6/2026	OIL FILTER FOR 460 460	18.86	
			737612	1/13/2026	VEHICLE SUPPLIES ~ OPNET	9.21	563.63
	1/27/2026	0023186	OLYMPIC GARAGE DOOR 26632	1/7/2026	GARAGE DOOR INSTALLATIC	4,818.04	4,818.04
	1/27/2026	0023338	CENTRAL WELDING SUPI 0002584306	1/8/2026	EQUIPMENT REPAIRS ~ LC	139.39	139.39

Bank : apbank U S BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0036098	O'REILLY AUTO PARTS	2750-190268	1/8/2026	TRANSMISSION LINE FOR 13	178.32	178.32
	1/27/2026	0040272	MATT'S TOOLS USA LLC	158020	1/13/2026	ERR SHOP SUPPLIES ~ PA	198.20	198.20
	1/27/2026	0042561	ALL BATTERY SALES & SI	22086529	12/3/2025	CAR BATTERIES FOR SQ STC	202.50	202.50
	1/27/2026	0042872	PROPANE NORTHWEST	1520038297	12/30/2025	PROPANE ~ LC	599.06	599.06
	1/27/2026	0043469	PETROCARD	0577167-IN	1/8/2026	UNLEADED FUEL ~ CH	11,282.46	
				0577184-IN	1/8/2026	UNLEADED FUEL~ LC	3,318.07	14,600.53
	1/27/2026	0049733	VESTIS SERVICES LLC	5120648661	1/12/2026	03/25-12/25 ~ SANITATION FO	1,574.17	
				5120816166	1/8/2026	SANITATION SERVICE ~ SQ E	39.10	
				5120818107	1/13/2026	LAUNDRY SERVICES ~ ER&R	16.33	1,629.60
	1/27/2026	0051752	MAXREV MOTORS LLC	MAXREV-01	1/12/2026	FLAT TIRE REPAIR FOR 910 9	38.01	38.01
<b>Sub total for U S BANK:</b>								63,143.06

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0000114	ARROW SEPTIC PUMPING	074740-011326	1/13/2026	DPRA PUMPING -01/2026	434.40	434.40
	1/27/2026	0000546	EXPRESS SERVICES, INC	33386110-10101	1/13/2026	EXPRESS MACIOLEK 01/05-0	959.32	959.32
	1/27/2026	0001187	PAPE MACHINERY INC	367607 S	12/31/2025	MAITENANCE SUPPLIES - PA	3,311.83	3,311.83
	1/27/2026	0001300	PUBLIC UTILITY DISTRIC	010626/30702	1/6/2026	11/28-01/01/26 66 LOWER DAI	56.92	56.92
	1/27/2026	0001551	TACOMA SCREW PRODU	140161272-00	1/8/2026	MAINTENANCE SUPPLIES - E	606.35	606.35
	1/27/2026	0001586	TRAFFIC SAFETY SUPPL	INV087531	1/7/2026	MAINTENANCE SUPPLIES -P/	2,372.66	2,372.66
	1/27/2026	0004211	CENTURYLINK	300510791/0106	1/6/2026	COMMUNICATION-300510791	399.72	
				333471246-0109	1/9/2026	12/2025 360-683-5282	164.88	
				300561356/0106	1/6/2026	COMMUNICATION-300561356	157.32	721.92
	1/27/2026	0019747	CORAL SALES COMPANY	INV-82677	1/9/2026	MAINTENANCE SUPPLIES - P	145.56	145.56
	1/27/2026	0033811	BECK, ED	BECK010926PH	1/9/2026	CDL PHYSICAL- BECK	190.00	190.00
	1/27/2026	0041399	WRIGHT, RICHARD	WRIGHT010926	1/9/2026	CDL LICENSE- WRIGHT	102.00	102.00
	1/27/2026	0049403	LUA CEJA, JONATHAN	LUACE010925P	1/9/2026	CDL PHYSICAL- LUA CEJA	190.00	190.00
	1/27/2026	0049733	VESTIS SERVICES LLC	5120818106	1/13/2026	LAUNDRY SERVICE- PA	16.33	16.33
<b>Sub total for U S BANK:</b>								<b>9,107.29</b>

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
9948785	1/27/2026	0004211	CENTURYLINK	30056116/01062	1/6/2026	COMMUNICATION-300561116	294.05	294.05
9948786	1/27/2026	0001300	PUBLIC UTILITY DISTRICT	22718-010526	1/5/2026	11/29-12/30/26 410 FRONTIER	989.38	
				22602-010526	1/5/2026	11/29-12/30/26 BOGACHIEL &	303.49	1,292.87
9948787	1/27/2026	0000546	EXPRESS SERVICES, INC	33386110-43401	1/13/2026	EXPRESS CROSS 01/05-01/11	618.90	618.90
9948788	1/27/2026	0001409	SCS ENGINEERS	0563778	1/15/2026	LAKECREEK MONITORING	6,290.00	6,290.00
<b>Sub total for U S BANK:</b>								<b>8,495.82</b>

Sherriff (1)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0000159	BOB BARKER CO INC	#INV2199297	1/5/2026	INMATE CLOTHING	379.56	379.56
	1/27/2026	0000179	BEERS, RICHARD B	Feb 2026	1/15/2026	RENTAL AGREEMENT	545.00	545.00
	1/27/2026	0000268	ASTOUND	34011240306-01	1/1/2026	INTERNET - EDWARDS RD	143.19	
				34011032293-02	1/1/2026	CABLE TV - INMATES	88.06	231.25
	1/27/2026	0000296	CENTURYLINK	406092135-Jan2	1/6/2026	DATA CONNECTION	1,236.30	
				300421654-Jan2	1/6/2026	TELEPHONE SERVICE	227.42	1,463.72
	1/27/2026	0000323	CIVIC RESEARCH INSTITI	3149306-R1	1/1/2026	CORRECTIONAL LAW REPOF	179.95	179.95
	1/27/2026	0000539	EVERGREEN COLLISION,	59639	12/11/2025	TOWING	976.83	976.83
	1/27/2026	0000593	FORKS, CITY OF	3415	1/5/2026	PRISONER BOARD BILL - DEC	328.80	328.80
	1/27/2026	0000608	FRANZ FAMILY BAKERIES	117101008684	12/22/2025	FOOD	338.20	
				117101008713	12/29/2025	FOOD	284.80	
				117101008664	12/18/2025	FOOD	178.00	
				117101008606	12/15/2025	FOOD	160.20	961.20
	1/27/2026	0000628	GALLS LLC	033661305	1/6/2026	POCKET KEY	12.79	12.79
	1/27/2026	0001252	PORT ANGELES, CITY OF	91084	11/13/2025	STOP GRANT REIMBURSEME	1,963.69	1,963.69
	1/27/2026	0001298	PUBLIC UTILITY DISTRIC	14741001-Jan26	1/6/2025	INTERNET - OPSCAN TOWER	150.00	
				14741000-Jan26	1/5/2026	UTILITIES - OPSCAN TOWER	76.25	226.25
	1/27/2026	0001300	PUBLIC UTILITY DISTRIC	22794-Jan26	1/5/2026	UTILITIES - FRONTIER ST #1	217.66	
				96237-Jan26	1/5/2026	UTILITIES - FRONTIER ST #2	55.49	
				65837-Jan26	1/5/2026	MORSE CRK HOOKUP	53.56	326.71
	1/27/2026	0001426	SEQUIM, CITY OF	102025	10/20/2025	STOP GRANT REIMBURSEME	2,599.84	
				Feb 26	1/15/2026	LEASE AGREEMENT	1,100.00	3,699.84
	1/27/2026	0001540	SWAIN'S GENERAL STOR	353153	1/9/2025	BATTERIES AND MASKING TA	41.62	41.62
	1/27/2026	0001543	SWANSONS SERVICES C	2023104	1/8/2026	INDIGENT PACKS	20.00	20.00
	1/27/2026	0004211	CENTURYLINK	333972275-Jan2	1/3/2026	INTERNET	65.00	65.00
	1/27/2026	0020862	GERMAN, NANCY	Feb 2026	1/15/2026	LEASE AGREEMENT	3,594.50	3,594.50
	1/27/2026	0024819	QUILEUTE TRIBE	Feb 2026	1/15/2026	LEASE AGREEMENT	1,540.50	1,540.50
	1/27/2026	0032972	CELLEBRITE INC	INVUS292729	11/19/2025	INSEYETS ONLINE LIMITED L	15,326.71	15,326.71
	1/27/2026	0033217	RADIO PACIFIC, INC	25100172	10/31/2025	HOME SHOW 2026 BOOTH	835.00	835.00
	1/27/2026	0033594	SCHULTZ, KENNETH	010926	1/9/2026	FOOD WORKER CARD	10.00	10.00
	1/27/2026	0040672	ENDUR ID INC	20-27671	1/2/2026	SECUR MAX WRISTBAND WI	1,206.32	1,206.32
	1/27/2026	0041605	HD SUPPLY	9244421889	12/31/2025	KITCHEN SUPPLIES	60.94	60.94
	1/27/2026	0041809	VERSATERM PUBLIC SAF	INV41-03208	1/15/2026	PUBLIC PORTAL AND MAKEN	10,780.25	10,780.25
	1/27/2026	0046683	ODP BUSINESS SOLUTIO	454453536001	1/7/2026	JAIL SUPPLIES	20.04	20.04

Bank : apbank U S BANK

(Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
1/27/2026	0048495	MAGNET FORENSICS US.	#SIN090036	1/9/2026	MAGNET AXIOM ADVANCED	7,868.03	7,868.03
1/27/2026	0049293	NORTH PACIFIC DESIGN	3125	1/10/2026	CALL # STICKERS ON FOUR \	141.72	141.72
1/27/2026	0049499	VOIANCE LANGUAGE SEI	SUMINV 087586	12/31/2025	OPI AND VRI INTERPRETATIC	45.54	45.54
<b>Sub total for U S BANK:</b>							<b>52,851.76</b>

*Sheriff (2)*

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/27/2026	0001439	SHERIFFS ADVANCED TR 5431	12/7/2025	MATTHEW MONTEZ	525.00	525.00
	1/27/2026	0020849	U S BANK				
			6730-Jan26	1/6/2026	SAFEWAY FUEL, CDW GOVT,	2,053.26	
			6528-Jan26	1/6/2026	AMAZON (9), HOLIDAY INN, G	1,947.67	
			0097-Jan26	1/6/2026	AMAZON (7), HARBOR FREIG	1,612.59	
			8739-Jan26	1/6/2026	AXON, AMAZON (2), CETRIX	1,080.64	
			2308-Jan26	1/6/2026	ALOFT INN	1,018.95	
			0037-Jan26	1/6/2026	AMAZON (4), CLALLAM CO PL	894.96	
			2324-Jan26	1/6/2026	AMAZON (9)	745.03	
			7400-Jan26	1/6/2026	SIMPLISAFE, WSFERRIES, NI	231.90	
			7275-Jan26	1/6/2026	EXXON, CHEVRON, LIVE VIE\	211.62	
			6236-Jan26	1/6/2026	AMAZON (3), GOOD2GO	154.59	
			2258-Jan26	1/6/2026	OPENAI	32.67	
			2266-Jan26	1/6/2026	GOOD2GO	5.50	
			4738-Jan26	1/6/2026	GOOD2GO	5.50	9,994.88
	1/27/2026	0046682	EAGAN, HECTOR	120725	12/7/2025 TRAVEL - BURIEN	368.00	368.00
	1/27/2026	0047383	MONTEZ, MATTHEW	120725	12/7/2025 TRAVEL - BURIEN	162.05	162.05
	1/27/2026	0050975	WILSON, JAMES	120425	12/4/2025 TRAVEL - BURIEN	629.02	629.02
<b>Sub total for U S BANK:</b>							<b>11,678.95</b>

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM	1172082	1/9/2026	1/08/26 - TONER CARTRIDGE	76.67	
				1171236	1/9/2026	12/2025 - CONTRACT COST F	70.87	
				1171232	1/9/2026	1/2026 - CONTRACT BASE RA	32.67	
				1171234	1/9/2026	12/2025 - CONTRACT COST F	27.23	
				1171233	1/9/2026	1/2026 - CONTRACT BASE RA	19.12	
				1171235	1/9/2026	12/2025 - CONTRACT COST F	18.01	
				1171237	1/9/2026	12/2025 - CONTRACT COST F	4.20	248.77
	1/27/2026	0001764	WEST PAYMENT CENTER	853093280	1/9/2026	JAN. 2026 - LIBRARY PLAN CI	360.72	360.72
	1/27/2026	0004357	WA ASSOC OF DRUG COI	25-0003	1/9/2026	WSADCP ANNUAL DUES - CA	300.00	300.00
	1/27/2026	0023379	JUSTICE AUDIO VIDEO S	INV-531242	1/9/2026	JAVS MAINTENANCE AGREEI	32,357.40	32,357.40
	1/27/2026	0046683	ODP BUSINESS SOLUTIO	450385372001	1/9/2026	12/04/25 - OFFICE SUPPLIES,	365.67	
				450461199001	1/9/2026	12/05/25 - OFFICE SUPPLIES,	259.78	
				450880440001	1/9/2026	12/05/25 - OFFICE DESK CHAI	236.96	
				450448543001	1/9/2026	12/04/25 - SUPPLIES, JURY R	198.10	1,060.51
	1/27/2026	0049640	LAWLER, CANDICE	1492095001725	1/9/2026	10/23/25 - DC PETTY CASH, G	92.83	
				1492054003925	1/9/2026	11/20/25 - DC PETTY CASH, K	79.48	
				2474330953987	1/9/2026	11/04/25 - DC PETTY CASH, D	59.74	
				1027459	1/9/2026	10/22/29 - DC PETTY CASH, K	24.29	256.34
	1/27/2026	0051521	INTERCOM LANGUAGE S	25-899	1/9/2026	12/31/25: 19-1-00504-05, ST. V	170.00	170.00
	1/27/2026	0000357	CLALLAM-JEFFERSON C	12-25 CF	1/13/2026	DECEMBER 2025 - CF SURCH	523.52	523.52
	1/27/2026	0001212	PENINSULA DISPUTE RE	12-25 PDRC	1/13/2026	DECEMBER 2025 - PDRC SUF	1,140.00	1,140.00
<b>Sub total for U S BANK:</b>								<b>36,417.26</b>

*Veterans*

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/15/2026	0000268	ASTOUND	WAVE 1/14/26	1/15/2026	VET CENTER PHONE	113.21	113.21
	1/15/2026	0000799	JAMESTOWN SKLALLAM	KV1029 1/14/26	1/15/2026	RENT	414.00	414.00
	1/15/2026	0001036	MURREYS OLYMPIC DISF	MDC 1/14/26	1/15/2026	VET CENTER RECYCLE	48.63	48.63
	1/15/2026	0001179	PACIFIC OFFICE EQUIPM	POE 1/14/26	1/15/2026	VET CENTER PRINTER	51.35	51.35
	1/15/2026	0004037	HARPER RIDGEVIEW CH/	PW2970 1/14/26	1/15/2026	DEATH BENIFIT	800.00	800.00
	1/15/2026	0020849	U S BANK	HJ6311 1/14/26	1/15/2026	FOOD	150.00	
				HM6620 1/14/26	1/15/2026	FOOD	150.00	
				TB7322 1/14/26	1/15/2026	FOOD	150.00	
				JJ2522 1/14/26	1/15/2026	FOOD	100.00	
				SE2067 1/14/26	1/15/2026	FOOD	100.00	
				SR6794 1/14/26	1/15/2026	FOOD	100.00	750.00
						<b>Sub total for U S BANK:</b>	<b>2,177.19</b>	

WSU Ext

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Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
	1/27/2026	0001179	PACIFIC OFFICE EQUIPM	1171238	12/31/2025	PACIFIC OFFICE EQUIPMENT	99.67	99.67
	1/27/2026	0020849	U S BANK	usb12.25b	1/9/2026	US BANK DECEMBER 2025	9.78	9.78
<b>Sub total for U S BANK:</b>								109.45



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JAN 27 2026

Payroll Ending: 12/31/2025

Gross Earnings:	\$1,866,456.41
Benefits Paid:	\$954,767.14
Total Expenditures:	\$2,821,223.55

STATE OF WASHINGTON )  
  )  
COUNTY OF CLALLAM )

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

WITNESS MY HAND THIS 12th DAY OF January 2026

  
\_\_\_\_\_  
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

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

BOARD OF COMMISSIONERS  
CLALLAM COUNTY, WASHINGTON

\_\_\_\_\_  
RANDY JOHNSON

\_\_\_\_\_  
MARK OZIAS

\_\_\_\_\_  
MIKE FRENCH

\_\_\_\_\_  
(County Administrator)

COPY

Payroll and Benefits Paid for 3 Payrolls: January 09, 2026					
Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employees Paid by Fund #	Total Expenditures
<b>MONTHLY: December 2025</b>					
General Fund	00100	687,285.61	244,184.60	107	931,470.21
HHS	11301	23,683.50	9,863.60	5	33,547.10
HHS-Homeless Task Force	11322	3,270.09	1,296.82	1	4,566.91
Chem Depend/Mental Health	11323	3,270.11	1,296.80	1	4,566.91
HHS-Dev Disabilities	11331	13,568.87	5,297.68	2	18,866.55
Auditor-Doc Preservation	12401	3,121.92	1,582.81	1	4,704.73
<b>MONTHLY TOTALS</b>		<b>734,200.10</b>	<b>263,522.31</b>		<b>997,722.41</b>
<b>SEMI-MONTHLY: 12/16-31/2025</b>					
General Fund	00100	819,498.64	501,048.77	226	1,320,547.41
HHS	11301	30,731.46	20,878.21	11	51,609.67
HHS-Dev Disabilities	11331	3,304.56	1,967.52	1	5,272.08
Prosecutor-Local Crime Victim	11701	5,781.45	3,821.10	2	9,602.55
Treasurer- O&M	12201	491.44	366.89	1	858.33
Auditor-Doc Preservation	12401	3,145.44	2,049.77	1	5,195.21
Noxious Weed Control	13001	8,251.39	5,790.26	3	14,041.65
Veterans Relief	19914	5,567.87	3,804.17	2	9,372.04
Affordable Housing Sales Tax	19951	4,944.45	2,160.97	1	7,105.42
American Rescue Plan Act	19961	5,833.34	849.39	2	6,682.73
HR-Risk Management	50401	12,180.99	6,828.36	5	19,009.35
HR-Worker's Compensation	50501	1,760.77	820.89	2	2,581.66
<b>SM TOTALS</b>		<b>901,491.80</b>	<b>550,386.30</b>		<b>1,451,878.10</b>
<b>ROADS: 12/16-31/2025</b>					
PW - Roads	10101	187,517.86	114,653.12	61	302,170.98
PW - Flood Control	10135	3,993.55	2,134.97	2	6,128.52
PW - Broadband Infrastructure	30805	532.06	241.56	1	773.62
PW - Solid Waste	40201	439.59	217.54	1	657.13
Clallam Bay/Sekiu Sewer	41401	14,326.72	8,683.77	7	23,010.49
PW - Carlsborg Sewer M&O	42401	1,264.63	647.45	3	1,912.08
ER&R	50301	22,690.10	14,280.12	8	36,970.22
<b>ROADS TOTALS</b>		<b>230,764.51</b>	<b>140,858.53</b>		<b>371,623.04</b>
<b>TOTALS</b>		<b>\$1,866,456.41</b>	<b>\$954,767.14</b>		<b>\$2,821,223.55</b>

Prepared by:



Sherry Nelson, Deputy Auditor

**COPY**



Payroll Ending: 12/31/2025

The following voucher/warrants/electronic payments are approved for payment:

<b>Payroll</b>	<b>Total</b>
<b>Warrant Numbers</b>	
183204 – 183689, 9948231 – 9948263	\$1,489,927.91
<b>Electronic Payment Date</b>	
1/12/2026 – 1/19/2026	\$1,505,273.16
Total Payroll:	\$2,995,201.07

pyLDFnd  
01/08/2026 10:20:19AM  
Check Date: 01/09/2026

Labor Distribution Totals By Fund  
CLALLAM COUNTY  
12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 00100  
# Emps : 107

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	515,373.01	11,758.79	v	VACATION	60,509.79	1,500.89
fh	FLOATING HOLIDAY	23,346.13	515.80	h	HOLIDAY	21,076.92	480.00
s	SICK	20,381.08	456.39	o25vju	OT X 2.5 - CORR VOLUNTEER/JUVI	15,038.74	174.25
o20m	OT X 2.0 - CORR MANDATORY/SHRF	11,998.46	142.25	o15s	OVERTIME X 1.5 - SHERIFF DEPT	6,090.06	85.00
cu	COMP USED	3,460.61	93.65	accred	ACCREDITATION PAY	1,687.04	
bsba	BS/BA EDUCATION INCENTIVE	1,650.11		aute	AUTO ALLOWANCE ELECTED	1,360.00	
detpay	DETECTIVE PAY	995.21		aaas	AA/AS EDUCATION INCENTIVE	627.55	
ohjd	OT HOLIDAY - JUV DETENTION	619.60	12.00	oth	OVERTIME X 1.5 - HOURLY	491.22	26.00
ldpa	DPA LONGEVITY PAY	463.60		flxu	FLEX TIME USED (NO RUN BAL)	452.22	9.00
auto	AUTO ALLOWANCE CONTRACTUAL	340.00		aspd	SHERIFF ACTING SUP PAY DEPUTY	311.24	121.50
dont	DONATED TIME USED	235.38	8.00	swa	SICK - WA PART-TIME	197.19	6.00
fto	FTO PREMIUM	177.17	73.00	phsm	PHONE STIPEND SMART PHONE	160.00	
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	90.57	1.00	jd	JURY DUTY	76.02	1.50
aspcs	SHERIFF ACTING SUPERVISOR PAY	54.90	24.00	phns	PHONE STIPEND	20.00	
asp	SHERIFF ACTING SUPERVISOR PAY	1.79	1.00				
<b>Totals:</b>						<b>687,285.61</b>	<b>15,490.02</b>

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	63,693.30	socsec	SOCIAL SECURITY	41,039.78
pers2	PERS 2 RETIREMENT	21,084.16	401a	401A DEFERRED COMPENSATION	16,903.92
medpre	HEALTH INSURANCE PRE TAX	13,690.91	icm457	ICMA DEFERRED COMP	12,295.53
leoff2	LEOFF 2 RETIREMENT	11,652.97	medtx	MEDICARE TAX	9,598.07
fmlatx	WA Paid Family & Medical Leave	5,467.71	pers3	PERS 3 RETIREMENT	5,249.16
psers	PSERS RETIREMENT	4,826.53	l&i	L&I - SELF INSURED	3,856.62
wacare	WA Long-Term Care	3,094.32	h457	MASSMUTUAL 457	2,725.00
udteam	UNION DUES - TEAMSTERS	2,451.74	n457	NATIONWIDE 457	1,535.00
h457rt	ROTH-EMPOWER 457	1,000.00	genpre	SUN LIFE PRE TAX	886.79
aflpre	AFLAC PRE TAX	676.86	udpd1	UNION DUES - 1619 D	528.00
udmp	UNION DUES - 1619 MP	414.60	udlc1	UNION DUES - 1619 LC	360.00
leofcu	LEOFF RETIREMENT CATCH UP	329.95	udcs	UNION DUES - 1619 CS	207.30
dshs	DSHS CHILD SUPPORT	200.00	rth457	ROTH-ICMA DEFERRED COMP	200.00
udcd1	UNION DUES - 1619 CD	198.00	aflaft	AFLAC POST TAX	197.21
hr125	HEALTH REIMBURSEMENT	175.00	uw	UNITED WAY	140.00
n457rt	ROTH-NATIONWIDE 457	100.00	colpre	COLONIAL LIFE INS. PRE TAX	88.12
colaft	COLONIAL LIFE INS. POST TAX	69.31	udpd2	UNION DUES - 1619 D	60.00
wsatf	1619CD WSATF DUES	40.00	udcd2	UNION DUES - 1619 CD	30.00
shrfcf	SHERIFF COFFEE FUND	28.00	shrfnd	SHERIFF EMPLOYEE FUND	15.00

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Labor Distribution Totals By Fund  
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Fund Worked : 00100  
 # Emps : 107

Deduction Code and Description		Amount
gamfe	GARNISHMENT FEE	1.00

Deduction Code and Description		Amount
<b>Totals:</b>		<b>225,109.86</b>

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	119,397.93
pers2	PERS 2 RETIREMENT	20,290.98
401a	401A DEFERRED COMPENSATION	12,123.56
vebahr	HRA VEBA	7,883.17
psers	PSERS RETIREMENT	4,966.24
fmlatx	WA Paid Family & Medical Leave	2,186.96
leofcu	LEOFF RETIREMENT CATCH UP	205.79

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	41,039.78
l&i	L&I - SELF INSURED	13,818.66
medtx	MEDICARE TAX	9,598.07
leoff2	LEOFF 2 RETIREMENT	7,267.72
pers3	PERS 3 RETIREMENT	3,394.87
unemp	UNEMPLOYMENT	1,814.87
genpre	SUN LIFE PRE TAX	196.00
<b>Totals:</b>		<b>244,184.60</b>

<b>Gross Earnings by Fund:</b>	<b>687,285.61</b>	<b>15,490.02</b>
<b>Total Fund Deductions:</b>	<b>225,109.86</b>	
<b>Fund Net:</b>	<b>462,175.75</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 11301  
 # Emps : 5

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>
r	REGULAR	18,637.84	561.20	v	VACATION	2,006.42	57.48
s	SICK	1,371.63	37.00	h	HOLIDAY	990.37	28.80
cu	COMP USED	472.02	14.72	fh	FLOATING HOLIDAY	205.22	6.40
				<b>Totals:</b>		<b>23,683.50</b>	<b>705.60</b>

<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>
fedtx	FEDERAL WITHHOLDING TAX	1,707.45	socsec	SOCIAL SECURITY	1,420.00
icm457	ICMA DEFERRED COMP	1,089.88	pers2	PERS 2 RETIREMENT	968.50
medpre	HEALTH INSURANCE PRE TAX	780.40	medtx	MEDICARE TAX	332.10
udteam	UNION DUES - TEAMSTERS	309.00	401a	401A DEFERRED COMPENSATION	301.44
pers3	PERS 3 RETIREMENT	230.88	fmlatx	WA Paid Family & Medical Leave	191.16
wacare	WA Long-Term Care	137.36	l&i	L&I - SELF INSURED	130.04
			<b>Totals:</b>		<b>7,598.21</b>

<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>
medpre	HEALTH INSURANCE PRE TAX	6,110.00	socsec	SOCIAL SECURITY	1,420.00
pers2	PERS 2 RETIREMENT	1,004.51	401a	401A DEFERRED COMPENSATION	452.39
medtx	MEDICARE TAX	332.10	pers3	PERS 3 RETIREMENT	257.66
l&i	L&I - SELF INSURED	139.43	fmlatx	WA Paid Family & Medical Leave	76.46
unemp	UNEMPLOYMENT	71.05			
			<b>Totals:</b>		<b>9,863.60</b>

	<b>Gross Earnings by Fund:</b>	<b>23,683.50</b>	<b>705.60</b>
	<b>Total Fund Deductions:</b>	<b>7,598.21</b>	
	<b>Fund Net:</b>	<b>16,085.29</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 11322  
 # Emps : 1

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	2,512.80	73.00	fh	FLOATING HOLIDAY	413.07	12.00	
v	VACATION	189.32	5.50	h	HOLIDAY	137.69	4.00	
s	SICK	17.21	0.50					
				<b>Totals:</b>		<b>3,270.09</b>	<b>95.00</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
fedtx	FEDERAL WITHHOLDING TAX	344.98	socsec	SOCIAL SECURITY	197.71			
pers2	PERS 2 RETIREMENT	175.94	icm457	ICMA DEFERRED COMP	130.80			
medpre	HEALTH INSURANCE PRE TAX	81.30	medtx	MEDICARE TAX	46.24			
udteam	UNION DUES - TEAMSTERS	38.49	fmlatx	WA Paid Family & Medical Leave	26.39			
l&i	L&I - SELF INSURED	14.56						
				<b>Totals:</b>	<b>1,056.41</b>			
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	780.00	socsec	SOCIAL SECURITY	197.71			
pers2	PERS 2 RETIREMENT	182.46	401a	401A DEFERRED COMPENSATION	65.40			
medtx	MEDICARE TAX	46.24	fmlatx	WA Paid Family & Medical Leave	10.57			
unemp	UNEMPLOYMENT	9.81	l&i	L&I - SELF INSURED	4.63			
				<b>Totals:</b>	<b>1,296.82</b>			
						<b>Gross Earnings by Fund:</b>	<b>3,270.09</b>	<b>95.00</b>
						<b>Total Fund Deductions:</b>	<b>1,056.41</b>	
						<b>Fund Net:</b>	<b>2,213.68</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 11323  
 # Emps : 1

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	2,512.81	73.00	fh	FLOATING HOLIDAY	413.07	12.00	
v	VACATION	189.33	5.50	h	HOLIDAY	137.69	4.00	
s	SICK	17.21	0.50					
				<b>Totals:</b>		<b>3,270.11</b>	<b>95.00</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
fedtx	FEDERAL WITHHOLDING TAX	344.96	socsec	SOCIAL SECURITY	197.70			
pers2	PERS 2 RETIREMENT	175.92	icm457	ICMA DEFERRED COMP	130.81			
medpre	HEALTH INSURANCE PRE TAX	81.30	medtx	MEDICARE TAX	46.24			
udteam	UNION DUES - TEAMSTERS	38.51	fmlatx	WA Paid Family & Medical Leave	26.40			
l&i	L&I - SELF INSURED	14.56						
				<b>Totals:</b>	<b>1,056.40</b>			
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	780.00	socsec	SOCIAL SECURITY	197.70			
pers2	PERS 2 RETIREMENT	182.48	401a	401A DEFERRED COMPENSATION	65.40			
medtx	MEDICARE TAX	46.24	fmlatx	WA Paid Family & Medical Leave	10.55			
unemp	UNEMPLOYMENT	9.81	l&i	L&I - SELF INSURED	4.62			
				<b>Totals:</b>	<b>1,296.80</b>			
						<b>Gross Earnings by Fund:</b>	<b>3,270.11</b>	<b>95.00</b>
						<b>Total Fund Deductions:</b>	<b>1,056.40</b>	
						<b>Fund Net:</b>	<b>2,213.71</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 11331  
 # Emps : 2

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>
r	REGULAR	8,010.88	218.00	fh	FLOATING HOLIDAY	2,072.46	56.00
v	VACATION	2,055.23	55.50	h	HOLIDAY	586.96	16.00
fl	FUNERAL LEAVE	550.76	16.00	s	SICK	292.58	8.50
				<b>Totals:</b>		<b>13,568.87</b>	<b>370.00</b>
<u>Deduction Code and Description</u> <th><u>Amount</u></th> <td colspan="2"><u>Deduction Code and Description</u> <th><u>Amount</u></th> <td colspan="2"></td> </td>		<u>Amount</u>	<u>Deduction Code and Description</u> <th><u>Amount</u></th> <td colspan="2"></td>		<u>Amount</u>		
fedtx	FEDERAL WITHHOLDING TAX	1,167.66	socsec	SOCIAL SECURITY	823.28		
pers2	PERS 2 RETIREMENT	730.01	h457	MASSMUTUAL 457	700.00		
medpre	HEALTH INSURANCE PRE TAX	290.20	icm457	ICMA DEFERRED COMP	250.00		
medtx	MEDICARE TAX	192.54	udteam	UNION DUES - TEAMSTERS	165.00		
fmlatx	WA Paid Family & Medical Leave	109.52	wacare	WA Long-Term Care	78.71		
l&i	L&I - SELF INSURED	43.48					
				<b>Totals:</b>		<b>4,550.40</b>	
<u>Benefit Code and Description</u> <th><u>Amount</u></th> <td colspan="2"><u>Benefit Code and Description</u> <th><u>Amount</u></th> <td colspan="2"></td> </td>		<u>Amount</u>	<u>Benefit Code and Description</u> <th><u>Amount</u></th> <td colspan="2"></td>		<u>Amount</u>		
medpre	HEALTH INSURANCE PRE TAX	3,155.00	socsec	SOCIAL SECURITY	823.28		
pers2	PERS 2 RETIREMENT	757.14	401a	401A DEFERRED COMPENSATION	271.38		
medtx	MEDICARE TAX	192.54	fmlatx	WA Paid Family & Medical Leave	43.81		
unemp	UNEMPLOYMENT	40.71	l&i	L&I - SELF INSURED	13.82		
				<b>Totals:</b>		<b>5,297.68</b>	
<b>Gross Earnings by Fund:</b>						<b>13,568.87</b>	<b>370.00</b>
<b>Total Fund Deductions:</b>						<b>4,550.40</b>	
<b>Fund Net:</b>						<b>9,018.47</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 12401  
 # Emps : 1

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	2,850.44	126.00	v	VACATION	135.74	6.00	
h	HOLIDAY	135.74	6.00					
				<b>Totals:</b>		<b>3,121.92</b>	<b>138.00</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	196.96	fedtx	FEDERAL WITHHOLDING TAX	187.10			
socsec	SOCIAL SECURITY	181.35	pers2	PERS 2 RETIREMENT	167.97			
icm457	ICMA DEFERRED COMP	62.43	medtx	MEDICARE TAX	42.40			
udteam	UNION DUES - TEAMSTERS	38.26	fmlatx	WA Paid Family & Medical Leave	25.19			
l&i	L&I - SELF INSURED	25.16	wacare	WA Long-Term Care	18.11			
				<b>Totals:</b>	<b>944.93</b>			
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	1,095.00	socsec	SOCIAL SECURITY	181.35			
pers2	PERS 2 RETIREMENT	174.21	401a	401A DEFERRED COMPENSATION	62.43			
medtx	MEDICARE TAX	42.40	fmlatx	WA Paid Family & Medical Leave	10.07			
unemp	UNEMPLOYMENT	9.36	l&i	L&I - SELF INSURED	7.99			
				<b>Totals:</b>	<b>1,582.81</b>			
						<b>Gross Earnings by Fund:</b>	<b>3,121.92</b>	<b>138.00</b>
						<b>Total Fund Deductions:</b>	<b>944.93</b>	
						<b>Fund Net:</b>	<b>2,176.99</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 65101  
 # Emps : 2

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>
r	REGULAR	9,475.21	200.00	bhp	BENEFIT HOURS PAID - TAX DIST	1,968.80	40.00
<b>Totals:</b>						<b>11,444.01</b>	<b>240.00</b>
<u>Deduction Code and Description</u>		<u>Amount</u>		<u>Deduction Code and Description</u>		<u>Amount</u>	
fd1457	DRS 457 DEFERRED COMP FIRE 1	700.00		leoff2	LEOFF 2 RETIREMENT	671.76	
fedtx	FEDERAL WITHHOLDING TAX	653.34		medtx	MEDICARE TAX	165.94	
socsec	SOCIAL SECURITY	99.20		fmlf1	WA Paid Family & Medical Leave	92.38	
l&i1	L&I - FIRE 1	75.59		wacfd1	WA Long-Term Care	57.10	
<b>Totals:</b>						<b>2,515.31</b>	
<u>Benefit Code and Description</u>		<u>Amount</u>		<u>Benefit Code and Description</u>		<u>Amount</u>	
leoff2	LEOFF 2 RETIREMENT	418.96		medtx	MEDICARE TAX	165.94	
socsec	SOCIAL SECURITY	99.20		<b>Totals:</b>		<b>684.10</b>	
<b>Gross Earnings by Fund:</b>						<b>11,444.01</b>	<b>240.00</b>
<b>Total Fund Deductions:</b>						<b>2,515.31</b>	
<b>Fund Net:</b>						<b>8,928.70</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 65151  
 # Emps : 15

<u>Earnings Code &amp; Description</u>	<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>	<u>Amount</u>	<u>Hours</u>
r REGULAR	15,479.75	653.25			
			<b>Totals:</b>	<b>15,479.75</b>	<b>653.25</b>
<u>Deduction Code and Description</u>	<u>Amount</u>		<u>Deduction Code and Description</u>	<u>Amount</u>	
socsec SOCIAL SECURITY	959.77		fedtx FEDERAL WITHHOLDING TAX	765.41	
garfd5 GARNISHMENT FEE FD 5	300.00		leof#5 LEOFF 2 RETIREMENT FIRE 5	289.94	
medtx MEDICARE TAX	224.48		fmlf5 WA Paid Family & Medical Leave	124.97	
wacfd5 WA Long-Term Care	89.79				
			<b>Totals:</b>	<b>2,754.36</b>	
<u>Benefit Code and Description</u>	<u>Amount</u>		<u>Benefit Code and Description</u>	<u>Amount</u>	
socsec SOCIAL SECURITY	959.77		medtx MEDICARE TAX	224.48	
leof#5 LEOFF 2 RETIREMENT FIRE 5	180.83				
			<b>Totals:</b>	<b>1,365.08</b>	
			<b>Gross Earnings by Fund:</b>	<b>15,479.75</b>	<b>653.25</b>
			<b>Total Fund Deductions:</b>	<b>2,754.36</b>	
			<b>Fund Net:</b>	<b>12,725.39</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 65171  
 # Emps : 13

<u>Earnings Code &amp; Description</u>	<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>	<u>Amount</u>	<u>Hours</u>
REGULAR	16,601.81	330.33			
			<b>Totals:</b>	<b>16,601.81</b>	<b>330.33</b>
<u>Deduction Code and Description</u>	<u>Amount</u>		<u>Deduction Code and Description</u>	<u>Amount</u>	
fedtx FEDERAL WITHHOLDING TAX	1,148.04		leof#4 LEOFF 2 RETIREMENT FIRE 4	910.13	
socsec SOCIAL SECURITY	367.78		medtx MEDICARE TAX	240.75	
fmlf4 WA Paid Family & Medical Leave	134.01		wacfd4 WA Long-Term Care	96.30	
l&if4 L&I - FIRE 4	94.09				
			<b>Totals:</b>	<b>2,991.10</b>	
<u>Benefit Code and Description</u>	<u>Amount</u>		<u>Benefit Code and Description</u>	<u>Amount</u>	
leof#4 LEOFF 2 RETIREMENT FIRE 4	567.63		socsec SOCIAL SECURITY	367.78	
medtx MEDICARE TAX	240.75				
			<b>Totals:</b>	<b>1,176.16</b>	
			<b>Gross Earnings by Fund:</b>	<b>16,601.81</b>	<b>330.33</b>
			<b>Total Fund Deductions:</b>	<b>2,991.10</b>	
			<b>Fund Net:</b>	<b>13,610.71</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 67101  
 # Emps : 2

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>
r	REGULAR	4,671.00	183.50	ott	OVERTIME - TAXING DIST	292.50	7.50
bhp	BENEFIT HOURS PAID - TAX DIST	208.00	8.00				
<b>Totals:</b>						<b>5,171.50</b>	<b>199.00</b>
<u>Deduction Code and Description</u>		<u>Amount</u>		<u>Deduction Code and Description</u>		<u>Amount</u>	
fedtx	FEDERAL WITHHOLDING TAX	472.92		socsec	SOCIAL SECURITY	320.63	
pers2	PERS 2 RETIREMENT	237.45		medtx	MEDICARE TAX	74.99	
l&iagn	L&I - AGNEW	59.27		wacagn	WA Long-Term Care	30.00	
<b>Totals:</b>						<b>1,195.26</b>	
<u>Benefit Code and Description</u>		<u>Amount</u>		<u>Benefit Code and Description</u>		<u>Amount</u>	
socsec	SOCIAL SECURITY	320.63		pers2	PERS 2 RETIREMENT	246.27	
medtx	MEDICARE TAX	74.99		fmlagn	WA Paid Family & Medical Leave	41.74	
<b>Totals:</b>						<b>683.63</b>	
<b>Gross Earnings by Fund:</b>						<b>5,171.50</b>	<b>199.00</b>
<b>Total Fund Deductions:</b>						<b>1,195.26</b>	
<b>Fund Net:</b>						<b>3,976.24</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 67121  
 # Emps : 4

<u>Earnings Code &amp; Description</u>	<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>	<u>Amount</u>	<u>Hours</u>
r REGULAR	3,102.14	61.00			
			<b>Totals:</b>	<b>3,102.14</b>	<b>61.00</b>
<u>Deduction Code and Description</u>	<u>Amount</u>		<u>Deduction Code and Description</u>	<u>Amount</u>	
socsec SOCIAL SECURITY	192.33		medtx MEDICARE TAX	44.98	
fmlcln WA Paid Family & Medical Leave	25.05		waccln WA Long-Term Care	17.99	
			<b>Totals:</b>	<b>280.35</b>	
<u>Benefit Code and Description</u>	<u>Amount</u>		<u>Benefit Code and Description</u>	<u>Amount</u>	
socsec SOCIAL SECURITY	192.33		medtx MEDICARE TAX	44.98	
			<b>Totals:</b>	<b>237.31</b>	
			<b>Gross Earnings by Fund:</b>	<b>3,102.14</b>	<b>61.00</b>
			<b>Total Fund Deductions:</b>	<b>280.35</b>	
			<b>Fund Net:</b>	<b>2,821.79</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 67141  
 # Emps : 3

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>
r	REGULAR	6,465.60	230.00	misc	MISCELLANEOUS (NON-PERS)	422.00	
<b>Totals:</b>						<b>6,887.60</b>	<b>230.00</b>
<u>Deduction Code and Description</u>		<u>Amount</u>		<u>Deduction Code and Description</u>		<u>Amount</u>	
socsec	SOCIAL SECURITY	427.03		fedtx	FEDERAL WITHHOLDING TAX	333.82	
pers2h	PERS 2 RETIREMENT - HIGHLAND	282.64		medtx	MEDICARE TAX	99.87	
l&ihig	L&I - HIGHLAND IRRIGATION	66.34		fmlhig	WA Paid Family & Medical Leave	55.59	
wachig	WA Long-Term Care	39.95		<b>Totals:</b>		<b>1,305.24</b>	
<u>Benefit Code and Description</u>		<u>Amount</u>		<u>Benefit Code and Description</u>		<u>Amount</u>	
socsec	SOCIAL SECURITY	427.03		pers2h	PERS 2 RETIREMENT - HIGHLAND	293.15	
medtx	MEDICARE TAX	99.87		<b>Totals:</b>		<b>820.05</b>	
<b>Gross Earnings by Fund:</b>						<b>6,887.60</b>	<b>230.00</b>
<b>Total Fund Deductions:</b>						<b>1,305.24</b>	
<b>Fund Net:</b>						<b>5,582.36</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 67701  
 # Emps : 4

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>
r	REGULAR	9,981.22	394.00	ott	OVERTIME - TAXING DIST	509.85	16.50
<b>Totals:</b>						<b>10,491.07</b>	<b>410.50</b>
<u>Deduction Code and Description</u>		<u>Amount</u>		<u>Deduction Code and Description</u>		<u>Amount</u>	
socsec	SOCIAL SECURITY	650.45		fedtx	FEDERAL WITHHOLDING TAX	192.28	
medtx	MEDICARE TAX	152.12		fmlbld	WA Paid Family & Medical Leave	84.68	
wacbl	WA Long-Term Care	60.85		<b>Totals:</b>		<b>1,140.38</b>	
<u>Benefit Code and Description</u>		<u>Amount</u>		<u>Benefit Code and Description</u>		<u>Amount</u>	
socsec	SOCIAL SECURITY	650.45		medtx	MEDICARE TAX	152.12	
<b>Totals:</b>						<b>802.57</b>	
<b>Gross Earnings by Fund:</b>						<b>10,491.07</b>	<b>410.50</b>
<b>Total Fund Deductions:</b>						<b>1,140.38</b>	
<b>Fund Net:</b>						<b>9,350.69</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : 67731  
 # Emps : 11

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	46,307.76	1,395.50	bhu	BENEFIT HOURS USED - TAX DIST	8,714.52	252.25	
ott	OVERTIME - TAXING DIST	1,874.68	39.25					
				<b>Totals:</b>		<b>56,896.96</b>	<b>1,687.00</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>		<u>Deduction Code and Description</u>		<u>Amount</u>		
fedtx	FEDERAL WITHHOLDING TAX	3,930.97		socsec	SOCIAL SECURITY	3,527.62		
pers2s	PERS 2 RETIREMENT - SUNLAND	2,594.61		sun457	DRS 457 DEFERRED COMP SUNLAND	1,315.01		
medtx	MEDICARE TAX	825.02		medsun	HEALTH INSURANCE SUNLAND	781.24		
fm1sun	WA Paid Family & Medical Leave	459.24		pers3s	PERS 3 RETIREMENT-SUNLAND	450.00		
wacsun	WA Long-Term Care	330.01		l&isun	L&I - SUNLAND	267.25		
				<b>Totals:</b>		<b>14,480.97</b>		
<u>Benefit Code and Description</u>		<u>Amount</u>		<u>Benefit Code and Description</u>		<u>Amount</u>		
medsun	HEALTH INSURANCE SUNLAND	18,259.04		socsec	SOCIAL SECURITY	3,527.62		
pers2s	PERS 2 RETIREMENT - SUNLAND	2,691.07		medtx	MEDICARE TAX	825.02		
pers3s	PERS 3 RETIREMENT-SUNLAND	418.50		unemp	UNEMPLOYMENT	22.50		
				<b>Totals:</b>		<b>25,743.75</b>		
						<b>Gross Earnings by Fund:</b>	<b>56,896.96</b>	<b>1,687.00</b>
						<b>Total Fund Deductions:</b>	<b>14,480.97</b>	
						<b>Fund Net:</b>	<b>42,415.99</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : - Totals -  
 # Emps : 169

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	661,982.27	16,257.57	v	VACATION	65,085.83	1,630.87
fn	FLOATING HOLIDAY	26,449.95	602.20	h	HOLIDAY	23,065.37	538.80
s	SICK	22,079.71	502.89	o25vju	OT X 2.5 - CORR VOLUNTEER/JUVI	15,038.74	174.25
o20m	OT X 2.0 - CORR MANDATORY/SHRF	11,998.46	142.25	bhu	BENEFIT HOURS USED - TAX DIST	8,714.52	252.25
o15s	OVERTIME X 1.5 - SHERIFF DEPT	6,090.06	85.00	cu	COMP USED	3,932.63	108.37
ott	OVERTIME - TAXING DIST	2,677.03	63.25	bhp	BENEFIT HOURS PAID - TAX DIST	2,176.80	48.00
accred	ACCREDITATION PAY	1,687.04		bsba	BS/BA EDUCATION INCENTIVE	1,650.11	
aute	AUTO ALLOWANCE ELECTED	1,360.00		detpay	DETECTIVE PAY	995.21	
aaas	AA/AS EDUCATION INCENTIVE	627.55		ohjd	OT HOLIDAY - JUV DETENTION	619.60	12.00
fl	FUNERAL LEAVE	550.76	16.00	oth	OVERTIME X 1.5 - HOURLY	491.22	26.00
ldpa	DPA LONGEVITY PAY	463.60		fixu	FLEX TIME USED (NO RUN BAL)	452.22	9.00
misc	MISCELLANEOUS (NON-PERS)	422.00		auto	AUTO ALLOWANCE CONTRACTUAL	340.00	
aspd	SHERIFF ACTING SUP PAY DEPUTY	311.24	121.50	dont	DONATED TIME USED	235.38	8.00
swa	SICK - WA PART-TIME	197.19	6.00	fto	FTO PREMIUM	177.17	73.00
phsm	PHONE STIPEND SMART PHONE	160.00		o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	90.57	1.00
jd	JURY DUTY	76.02	1.50	aspcs	SHERIFF ACTING SUPERVISOR PAY	54.90	24.00
phns	PHONE STIPEND	20.00		asp	SHERIFF ACTING SUPERVISOR PAY	1.79	1.00
<b>Totals:</b>						<b>860,274.94</b>	<b>20,704.70</b>

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	74,942.23	socsec	SOCIAL SECURITY	50,404.63
pers2	PERS 2 RETIREMENT	23,539.95	401a	401A DEFERRED COMPENSATION	17,205.36
medpre	HEALTH INSURANCE PRE TAX	15,121.07	icm457	ICMA DEFERRED COMP	13,959.45
leoff2	LEOFF 2 RETIREMENT	12,324.73	medtx	MEDICARE TAX	12,085.74
fmlatx	WA Paid Family & Medical Leave	5,846.37	pers3	PERS 3 RETIREMENT	5,480.04
psers	PSERS RETIREMENT	4,826.53	l&i	L&I - SELF INSURED	4,084.42
h457	MASSMUTUAL 457	3,425.00	wacare	WA Long-Term Care	3,328.50
udteam	UNION DUES - TEAMSTERS	3,041.00	pers2s	PERS 2 RETIREMENT - SUNLAND	2,594.61
n457	NATIONWIDE 457	1,535.00	sun457	DRS 457 DEFERRED COMP SUNLAND	1,315.01
h457rt	ROTH-EMPOWER 457	1,000.00	leoff#4	LEOFF 2 RETIREMENT FIRE 4	910.13
genpre	SUN LIFE PRE TAX	886.79	medsun	HEALTH INSURANCE SUNLAND	781.24
fd1457	DRS 457 DEFERRED COMP FIRE 1	700.00	afipre	AFLAC PRE TAX	676.86
udpd1	UNION DUES - 1619 D	528.00	fmlsun	WA Paid Family & Medical Leave	459.24
pers3s	PERS 3 RETIREMENT-SUNLAND	450.00	udmp	UNION DUES - 1619 MP	414.60
udlc1	UNION DUES - 1619 LC	360.00	wacsun	WA Long-Term Care	330.01
leofcu	LEOFF RETIREMENT CATCH UP	329.95	garfd5	GARNISHMENT FEE FD 5	300.00
leoff#5	LEOFF 2 RETIREMENT FIRE 5	289.94	pers2h	PERS 2 RETIREMENT - HIGHLAND	282.64

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/01/2025 to 12/31/2025-1 Cycle m

Fund Worked : - Totals -  
 # Emps : 169

Deduction Code and Description		Amount
l&isun	L&I - SUNLAND	267.25
rth457	ROTH-ICMA DEFERRED COMP	200.00
udcd1	UNION DUES - 1619 CD	198.00
hr125	HEALTH REIMBURSEMENT	175.00
fmlf4	WA Paid Family & Medical Leave	134.01
n457rt	ROTH-NATIONWIDE 457	100.00
l&if4	L&I - FIRE 4	94.09
wacfd5	WA Long-Term Care	89.79
fmlbld	WA Paid Family & Medical Leave	84.68
colaft	COLONIAL LIFE INS. POST TAX	69.31
wacbl	WA Long-Term Care	60.85
l&iagn	L&I - AGNEW	59.27
fmlhig	WA Paid Family & Medical Leave	55.59
wachig	WA Long-Term Care	39.95
udcd2	UNION DUES - 1619 CD	30.00
fmlcln	WA Paid Family & Medical Leave	25.05
shrfnd	SHERIFF EMPLOYEE FUND	15.00

Deduction Code and Description		Amount
udcs	UNION DUES - 1619 CS	207.30
dshs	DSHS CHILD SUPPORT	200.00
aflaft	AFLAC POST TAX	197.21
uw	UNITED WAY	140.00
fmlf5	WA Paid Family & Medical Leave	124.97
wacfd4	WA Long-Term Care	96.30
fmlf1	WA Paid Family & Medical Leave	92.38
colpre	COLONIAL LIFE INS. PRE TAX	88.12
l&i1	L&I - FIRE 1	75.59
l&ihig	L&I - HIGHLAND IRRIGATION	66.34
udpd2	UNION DUES - 1619 D	60.00
wacfd1	WA Long-Term Care	57.10
wsatf	1619CD WSATF DUES	40.00
wacagn	WA Long-Term Care	30.00
shrfcf	SHERIFF COFFEE FUND	28.00
waccln	WA Long-Term Care	17.99
garnfe	GARNISHMENT FEE	1.00
<b>Totals:</b>		<b>266,979.18</b>

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	131,317.93
pers2	PERS 2 RETIREMENT	22,838.05
l&i	L&I - SELF INSURED	13,989.15
medtx	MEDICARE TAX	12,085.74
leoff2	LEOFF 2 RETIREMENT	7,686.68
pers3	PERS 3 RETIREMENT	3,652.53
fmlatx	WA Paid Family & Medical Leave	2,338.42
leoff#4	LEOFF 2 RETIREMENT FIRE 4	567.63
pers2h	PERS 2 RETIREMENT - HIGHLAND	293.15
genpre	SUN LIFE PRE TAX	196.00
fmlagn	WA Paid Family & Medical Leave	41.74

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	50,404.63
medsun	HEALTH INSURANCE SUNLAND	18,259.04
401a	401A DEFERRED COMPENSATION	13,040.56
vebahr	HRA VEBA	7,883.17
psers	PSERS RETIREMENT	4,966.24
pers2s	PERS 2 RETIREMENT - SUNLAND	2,691.07
unemp	UNEMPLOYMENT	1,978.11
pers3s	PERS 3 RETIREMENT-SUNLAND	418.50
leofcu	LEOFF RETIREMENT CATCH UP	205.79
leoff#5	LEOFF 2 RETIREMENT FIRE 5	180.83
<b>Totals:</b>		<b>295,034.96</b>

<b>Grand Total Gross Earnings:</b>	<b>860,274.94</b>	<b>20,704.70</b>
<b>Grand Total Deductions:</b>	<b>266,979.18</b>	
<b>Grand Total Net:</b>	<b>593,295.76</b>	

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Labor Distribution Totals By Fund  
CLALLAM COUNTY  
12/01/2025 to 12/31/2025-1 Cycle m

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Fund Worked : - Totals -  
# Emps : 169

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Labor Distribution Totals By Fund  
CLALLAM COUNTY  
12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 00100  
# Emps : 226

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	556,223.92	15,272.98	v	VACATION	90,598.95	2,401.17
h	HOLIDAY	53,590.73	1,420.20	s	SICK	28,343.39	806.82
fh	FLOATING HOLIDAY	26,825.48	765.13	o20m	OT X 2.0 - CORR MANDATORY/SHRF	16,045.56	242.50
cu	COMP USED	13,450.71	435.66	o25vju	OT X 2.5 - CORR VOLUNTEER/JUVI	11,999.53	167.50
o15s	OVERTIME X 1.5 - SHERIFF DEPT	8,711.27	147.00	fl	FUNERAL LEAVE	2,097.67	52.00
accred	ACCREDITATION PAY	1,699.79		adml	ADMINISTRATIVE LEAVE PAID	1,681.06	34.25
stby	STANDBY PAY	1,452.74	33.00	ldpa	DPA LONGEVITY PAY	1,184.77	
auto	AUTO ALLOWANCE CONTRACTUAL	1,020.00		ohjd	OT HOLIDAY - JUV DETENTION	975.68	24.00
aute	AUTO ALLOWANCE ELECTED	680.00		bsba	BS/BA EDUCATION INCENTIVE	425.73	
oth	OVERTIME X 1.5 - HOURLY	396.69	24.75	detpay	DETECTIVE PAY	371.12	
fto	FTO PREMIUM	363.07	189.00	aaas	AA/AS EDUCATION INCENTIVE	302.97	
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	239.30	3.00	asp	SHERIFF ACTING SUPERVISOR PAY	194.36	123.00
phsm	PHONE STIPEND SMART PHONE	180.00		uapr	URINE ANALYSIS PREMIUM	165.00	
jd	JURY DUTY	87.93	3.25	biling	BILINGUAL INCENTIVE	66.11	
aspd	SHERIFF ACTING SUP PAY DEPUTY	55.25	25.00	aspj	ACTING SUPERVISOR PAY JUVENILE	47.26	36.00
o15j	OVERTIME x 1.5 - JUV DETENTION	12.60	0.25	phns	PHONE STIPEND	10.00	
mil	MILITARY LEAVE						
				<b>Totals:</b>		<b>819,498.64</b>	<b>22,206.46</b>

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	63,204.16	medpre	HEALTH INSURANCE PRE TAX	47,632.29
socsec	SOCIAL SECURITY	46,912.63	pers2	PERS 2 RETIREMENT	29,734.09
401a	401A DEFERRED COMPENSATION	18,831.96	icm457	ICMA DEFERRED COMP	11,287.75
medtx	MEDICARE TAX	10,971.60	leoff2	LEOFF 2 RETIREMENT	8,292.56
psers	PSERS RETIREMENT	7,155.92	fmlatx	WA Paid Family & Medical Leave	6,534.91
l&i	L&I - SELF INSURED	4,836.31	rth457	ROTH-ICMA DEFERRED COMP	4,289.24
wacare	WA Long-Term Care	4,187.90	pers3	PERS 3 RETIREMENT	3,735.87
udteam	UNION DUES - TEAMSTERS	3,446.19	genpre	SUN LIFE PRE TAX	2,325.54
afpre	AFLAC PRE TAX	1,747.47	h457	MASSMUTUAL 457	1,494.69
hr125	HEALTH REIMBURSEMENT	1,329.16	dshs	DSHS CHILD SUPPORT	1,174.92
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00	n457	NATIONWIDE 457	675.84
udlc1	UNION DUES - 1619 LC	655.00	udpd1	UNION DUES - 1619 D	612.84
udmp	UNION DUES - 1619 MP	587.35	udcd1	UNION DUES - 1619 CD	561.00
a&aco	AUDIT & ADJUSTMENT CO INC	467.31	evggar	EVERGREEN FIN GARNISHMENT	438.26
aflaft	AFLAC POST TAX	255.53	pers1	PERS 1 RETIREMENT	235.09
colaft	COLONIAL LIFE INS. POST TAX	225.05	uw	UNITED WAY	125.00
perscu	PERS RETIREMENT CATCH UP	101.50	udcd2	UNION DUES - 1619 CD	85.00

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 00100  
 # Emps : 226

Deduction Code and Description		Amount
udpd2	UNION DUES - 1619 D	69.64
colpre	COLONIAL LIFE INS. PRE TAX	40.00
shrfcf	SHERIFF COFFEE FUND	13.39

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	324,603.16
vebahr	HRA VEBA	35,388.00
401a	401A DEFERRED COMPENSATION	15,607.60
medtx	MEDICARE TAX	10,971.60
leoff2	LEOFF 2 RETIREMENT	5,171.92
fmlatx	WA Paid Family & Medical Leave	2,613.89
genpre	SUN LIFE PRE TAX	651.52
perscu	PERS RETIREMENT CATCH UP	105.28

Deduction Code and Description		Amount
udcs	UNION DUES - 1619 CS	67.85
shrfnd	SHERIFF EMPLOYEE FUND	16.00
gamfe	GARNISHMENT FEE	1.50
<b>Totals:</b>		<b>285,108.31</b>

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	46,912.63
pers2	PERS 2 RETIREMENT	30,366.38
l&i	L&I - SELF INSURED	15,522.26
psers	PSERS RETIREMENT	7,363.02
pers3	PERS 3 RETIREMENT	3,201.25
unemp	UNEMPLOYMENT	2,351.63
pers1	PERS 1 RETIREMENT	218.63
<b>Totals:</b>		<b>501,048.77</b>

<b>Gross Earnings by Fund:</b>	<b>819,498.64</b>	<b>22,206.46</b>
<b>Total Fund Deductions:</b>	<b>285,108.31</b>	
<b>Fund Net:</b>	<b>534,390.33</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 11301  
 # Emps : 11

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	23,991.15	778.20	h	HOLIDAY	2,643.00	84.80	
fh	FLOATING HOLIDAY	2,440.00	78.50	v	VACATION	1,528.65	41.50	
s	SICK	128.66	3.00					
				<b>Totals:</b>		<b>30,731.46</b>	<b>986.00</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	2,626.00	socsec	SOCIAL SECURITY	1,742.54			
pers2	PERS 2 RETIREMENT	1,653.36	fedtx	FEDERAL WITHHOLDING TAX	1,556.75			
401a	401A DEFERRED COMPENSATION	1,035.16	medtx	MEDICARE TAX	407.54			
fmlatx	WA Paid Family & Medical Leave	248.06	udteam	UNION DUES - TEAMSTERS	245.50			
I&i	L&I - SELF INSURED	187.17	wacare	WA Long-Term Care	178.25			
udmp	UNION DUES - 1619 MP	34.55						
				<b>Totals:</b>		<b>9,914.88</b>		
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	15,985.00	socsec	SOCIAL SECURITY	1,742.54			
pers2	PERS 2 RETIREMENT	1,714.83	401a	401A DEFERRED COMPENSATION	570.11			
medtx	MEDICARE TAX	407.54	I&i	L&I - SELF INSURED	234.37			
unemp	UNEMPLOYMENT	99.58	fmlatx	WA Paid Family & Medical Leave	99.24			
vebahr	HRA VEBA	25.00						
				<b>Totals:</b>		<b>20,878.21</b>		
						<b>Gross Earnings by Fund:</b>	<b>30,731.46</b>	<b>986.00</b>
						<b>Total Fund Deductions:</b>	<b>9,914.88</b>	
						<b>Fund Net:</b>	<b>20,816.58</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 11331  
 # Emps : 1

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	2,030.93	59.00	v	VACATION	998.25	29.00	
h	HOLIDAY	275.38	8.00					
				<b>Totals:</b>		<b>3,304.56</b>	<b>96.00</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	262.60	fedtx	FEDERAL WITHHOLDING TAX	247.66			
socsec	SOCIAL SECURITY	188.60	pers2	PERS 2 RETIREMENT	177.79			
icm457	ICMA DEFERRED COMP	66.09	medtx	MEDICARE TAX	44.11			
udteam	UNION DUES - TEAMSTERS	38.50	fmlatx	WA Paid Family & Medical Leave	26.67			
wacare	WA Long-Term Care	19.17	l&i	L&I - SELF INSURED	11.77			
				<b>Totals:</b>	<b>1,082.96</b>			
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	1,460.00	socsec	SOCIAL SECURITY	188.60			
pers2	PERS 2 RETIREMENT	184.40	401a	401A DEFERRED COMPENSATION	66.09			
medtx	MEDICARE TAX	44.11	fmlatx	WA Paid Family & Medical Leave	10.67			
unemp	UNEMPLOYMENT	9.91	l&i	L&I - SELF INSURED	3.74			
				<b>Totals:</b>	<b>1,967.52</b>			
						<b>Gross Earnings by Fund:</b>	<b>3,304.56</b>	<b>96.00</b>
						<b>Total Fund Deductions:</b>	<b>1,082.96</b>	
						<b>Fund Net:</b>	<b>2,221.60</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 11701  
 # Emps : 2

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>
r	REGULAR	5,291.40	161.10	h	HOLIDAY	473.26	14.40
s	SICK	16.79	0.50				
<b>Totals:</b>						<b>5,781.45</b>	<b>176.00</b>
<u>Deduction Code and Description</u>		<u>Amount</u>		<u>Deduction Code and Description</u>		<u>Amount</u>	
fedtx	FEDERAL WITHHOLDING TAX	423.15		socsec	SOCIAL SECURITY	342.17	
401a	401A DEFERRED COMPENSATION	289.08		medpre	HEALTH INSURANCE PRE TAX	262.60	
pers3	PERS 3 RETIREMENT	161.21		pers2	PERS 2 RETIREMENT	137.58	
medtx	MEDICARE TAX	80.02		fmlatx	WA Paid Family & Medical Leave	46.66	
wacare	WA Long-Term Care	33.53		l&i	L&I - SELF INSURED	32.13	
<b>Totals:</b>						<b>1,808.13</b>	
<u>Benefit Code and Description</u>		<u>Amount</u>		<u>Benefit Code and Description</u>		<u>Amount</u>	
medpre	HEALTH INSURANCE PRE TAX	2,920.00		socsec	SOCIAL SECURITY	342.17	
pers3	PERS 3 RETIREMENT	179.91		pers2	PERS 2 RETIREMENT	142.70	
401a	401A DEFERRED COMPENSATION	115.63		medtx	MEDICARE TAX	80.02	
fmlatx	WA Paid Family & Medical Leave	18.67		unemp	UNEMPLOYMENT	17.34	
l&i	L&I - SELF INSURED	4.66		<b>Totals:</b>		<b>3,821.10</b>	
<b>Gross Earnings by Fund:</b>						<b>5,781.45</b>	<b>176.00</b>
<b>Total Fund Deductions:</b>						<b>1,808.13</b>	
<b>Fund Net:</b>						<b>3,973.32</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 12201  
 # Emps : 1

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	409.54	16.00	v	VACATION	40.95	1.60	
h	HOLIDAY	40.95	1.60					
				<b>Totals:</b>		<b>491.44</b>	<b>19.20</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	52.51	n457	NATIONWIDE 457	49.15			
401a	401A DEFERRED COMPENSATION	49.15	socsec	SOCIAL SECURITY	27.22			
pers2	PERS 2 RETIREMENT	26.45	medtx	MEDICARE TAX	6.37			
udteam	UNION DUES - TEAMSTERS	5.81	fedtx	FEDERAL WITHHOLDING TAX	4.58			
fmlatx	WA Paid Family & Medical Leave	3.97	l&i	L&I - SELF INSURED	3.20			
				<b>Totals:</b>	<b>228.41</b>			
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	291.99	pers2	PERS 2 RETIREMENT	27.42			
socsec	SOCIAL SECURITY	27.22	401a	401A DEFERRED COMPENSATION	9.82			
medtx	MEDICARE TAX	6.37	fmlatx	WA Paid Family & Medical Leave	1.58			
unemp	UNEMPLOYMENT	1.48	l&i	L&I - SELF INSURED	1.01			
				<b>Totals:</b>	<b>366.89</b>			
						<b>Gross Earnings by Fund:</b>	<b>491.44</b>	<b>19.20</b>
						<b>Total Fund Deductions:</b>	<b>228.41</b>	
						<b>Fund Net:</b>	<b>263.03</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 12401  
 # Emps : 1

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	1,834.84	56.00	fh	FLOATING HOLIDAY	786.36	24.00	
s	SICK	262.12	8.00	h	HOLIDAY	262.12	8.00	
				<b>Totals:</b>		<b>3,145.44</b>	<b>96.00</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
fedtx	FEDERAL WITHHOLDING TAX	208.47	socsec	SOCIAL SECURITY	184.94			
pers2	PERS 2 RETIREMENT	169.23	medpre	HEALTH INSURANCE PRE TAX	162.60			
icm457	ICMA DEFERRED COMP	100.00	medtx	MEDICARE TAX	43.25			
udteam	UNION DUES - TEAMSTERS	37.00	fmlatx	WA Paid Family & Medical Leave	25.39			
wacare	WA Long-Term Care	18.24	l&i	L&I - SELF INSURED	11.17			
				<b>Totals:</b>	<b>960.29</b>			
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	1,560.00	socsec	SOCIAL SECURITY	184.94			
pers2	PERS 2 RETIREMENT	175.52	401a	401A DEFERRED COMPENSATION	62.91			
medtx	MEDICARE TAX	43.25	fmlatx	WA Paid Family & Medical Leave	10.16			
unemp	UNEMPLOYMENT	9.44	l&i	L&I - SELF INSURED	3.55			
				<b>Totals:</b>	<b>2,049.77</b>			
						<b>Gross Earnings by Fund:</b>	<b>3,145.44</b>	<b>96.00</b>
						<b>Total Fund Deductions:</b>	<b>960.29</b>	
						<b>Fund Net:</b>	<b>2,185.15</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 13001  
 # Emps : 3

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	5,752.47	204.00	v	VACATION	1,764.54	58.50	
h	HOLIDAY	687.58	24.00	s	SICK	46.80	1.50	
				<b>Totals:</b>	<b>8,251.39</b>	<b>288.00</b>		
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	808.20	fedtx	FEDERAL WITHHOLDING TAX	529.60			
socsec	SOCIAL SECURITY	461.48	pers2	PERS 2 RETIREMENT	443.92			
401a	401A DEFERRED COMPENSATION	315.12	medtx	MEDICARE TAX	107.92			
l&i	L&I - SELF INSURED	78.69	fmlatx	WA Paid Family & Medical Leave	66.60			
udteam	UNION DUES - TEAMSTERS	57.00	wacare	WA Long-Term Care	47.86			
udmp	UNION DUES - 1619 MP	34.55					<b>Totals:</b>	<b>2,950.94</b>
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	4,305.00	socsec	SOCIAL SECURITY	461.48			
pers2	PERS 2 RETIREMENT	460.43	l&i	L&I - SELF INSURED	214.00			
401a	401A DEFERRED COMPENSATION	165.03	medtx	MEDICARE TAX	107.92			
fmlatx	WA Paid Family & Medical Leave	26.64	vebahr	HRA VEDA	25.00			
unemp	UNEMPLOYMENT	24.76					<b>Totals:</b>	<b>5,790.26</b>
				<b>Gross Earnings by Fund:</b>	<b>8,251.39</b>	<b>288.00</b>		
				<b>Total Fund Deductions:</b>	<b>2,950.94</b>			
				<b>Fund Net:</b>	<b>5,300.45</b>			

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 19914  
 # Emps : 2

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
v	VACATION	4,209.23	132.80	r	REGULAR	889.71	24.00	
h	HOLIDAY	468.93	14.40					
				<b>Totals:</b>		<b>5,567.87</b>	<b>171.20</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
fedtx	FEDERAL WITHHOLDING TAX	349.63	socsec	SOCIAL SECURITY	345.21			
pers2	PERS 2 RETIREMENT	299.55	401a	401A DEFERRED COMPENSATION	222.80			
medtx	MEDICARE TAX	80.73	udteam	UNION DUES - TEAMSTERS	74.00			
fmlatx	WA Paid Family & Medical Leave	44.94	wacare	WA Long-Term Care	32.30			
I&i	L&I - SELF INSURED	4.79						
				<b>Totals:</b>	<b>1,453.95</b>			
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	2,920.00	socsec	SOCIAL SECURITY	345.21			
pers2	PERS 2 RETIREMENT	310.68	401a	401A DEFERRED COMPENSATION	111.35			
medtx	MEDICARE TAX	80.73	fmlatx	WA Paid Family & Medical Leave	17.98			
unemp	UNEMPLOYMENT	16.70	I&i	L&I - SELF INSURED	1.52			
				<b>Totals:</b>	<b>3,804.17</b>			
						<b>Gross Earnings by Fund:</b>	<b>5,567.87</b>	<b>171.20</b>
						<b>Total Fund Deductions:</b>	<b>1,453.95</b>	
						<b>Fund Net:</b>	<b>4,113.92</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 19951  
 # Emps : 1

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	3,231.17	67.00	v	VACATION	1,157.43	24.00	
h	HOLIDAY	385.85	8.00	auto	AUTO ALLOWANCE CONTRACTUAL	170.00		
				<b>Totals:</b>		<b>4,944.45</b>	<b>99.00</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
fedtx	FEDERAL WITHHOLDING TAX	586.54	medpre	HEALTH INSURANCE PRE TAX	383.00			
socsec	SOCIAL SECURITY	278.57	pers2	PERS 2 RETIREMENT	256.87			
401a	401A DEFERRED COMPENSATION	238.72	genpre	SUN LIFE PRE TAX	68.32			
medtx	MEDICARE TAX	65.15	fmlatx	WA Paid Family & Medical Leave	39.91			
wacare	WA Long-Term Care	28.68	l&i	L&I - SELF INSURED	15.96			
				<b>Totals:</b>	<b>1,961.72</b>			
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	1,285.00	socsec	SOCIAL SECURITY	278.57			
pers2	PERS 2 RETIREMENT	266.41	vebahr	HRA VEBA	125.00			
401a	401A DEFERRED COMPENSATION	95.49	medtx	MEDICARE TAX	65.15			
fmlatx	WA Paid Family & Medical Leave	15.96	unemp	UNEMPLOYMENT	14.32			
genpre	SUN LIFE PRE TAX	10.00	l&i	L&I - SELF INSURED	5.07			
				<b>Totals:</b>	<b>2,160.97</b>			
						<b>Gross Earnings by Fund:</b>	<b>4,944.45</b>	<b>99.00</b>
						<b>Total Fund Deductions:</b>	<b>1,961.72</b>	
						<b>Fund Net:</b>	<b>2,982.73</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 19961  
 # Emps : 2

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
sigbon	SIGNING BONUS	3,333.34		refbon	REFERRAL BONUS	2,500.00		
						<b>Totals:</b>	<b>5,833.34</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>		<u>Deduction Code and Description</u>		<u>Amount</u>		
fedtx	FEDERAL WITHHOLDING TAX	838.25		leoff2	LEOFF 2 RETIREMENT	497.59		
socsec	SOCIAL SECURITY	352.67		medpre	HEALTH INSURANCE PRE TAX	121.09		
medtx	MEDICARE TAX	82.48		h457	MASSMUTUAL 457	52.07		
fmlatx	WA Paid Family & Medical Leave	47.08		401a	401A DEFERRED COMPENSATION	44.73		
l&i	L&I - SELF INSURED	26.50		genpre	SUN LIFE PRE TAX	23.99		
wacare	WA Long-Term Care	19.33		udpd1	UNION DUES - 1619 D	14.16		
udpd2	UNION DUES - 1619 D	1.61		shrfcf	SHERIFF COFFEE FUND	0.61		
						<b>Totals:</b>	<b>2,122.16</b>	
<u>Benefit Code and Description</u>		<u>Amount</u>		<u>Benefit Code and Description</u>		<u>Amount</u>		
socsec	SOCIAL SECURITY	352.67		leoff2	LEOFF 2 RETIREMENT	310.34		
medtx	MEDICARE TAX	82.48		l&i	L&I - SELF INSURED	72.01		
fmlatx	WA Paid Family & Medical Leave	18.83		unemp	UNEMPLOYMENT	10.00		
genpre	SUN LIFE PRE TAX	3.06						
						<b>Totals:</b>	<b>849.39</b>	
						<b>Gross Earnings by Fund:</b>	<b>5,833.34</b>	<b>0.00</b>
						<b>Total Fund Deductions:</b>	<b>2,122.16</b>	
						<b>Fund Net:</b>	<b>3,711.18</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 50401  
 # Emps : 5

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	7,164.48	201.16	v	VACATION	3,717.02	105.63	
h	HOLIDAY	1,014.49	28.50	fh	FLOATING HOLIDAY	171.96	3.56	
s	SICK	113.04	3.28					
				<b>Totals:</b>		<b>12,180.99</b>	<b>342.13</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
fedtx	FEDERAL WITHHOLDING TAX	1,240.02	medpre	HEALTH INSURANCE PRE TAX	819.25			
socsec	SOCIAL SECURITY	693.14	pers2	PERS 2 RETIREMENT	477.98			
genpre	SUN LIFE PRE TAX	181.99	medtx	MEDICARE TAX	162.12			
401a	401A DEFERRED COMPENSATION	98.90	fmlatx	WA Paid Family & Medical Leave	98.32			
icm457	ICMA DEFERRED COMP	90.87	l&i	L&I - SELF INSURED	57.23			
wacare	WA Long-Term Care	51.54	rth457	ROTH-ICMA DEFERRED COMP	22.27			
				<b>Totals:</b>	<b>3,993.63</b>			
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	4,620.31	socsec	SOCIAL SECURITY	693.14			
pers2	PERS 2 RETIREMENT	495.77	vebahr	HRA VEBA	445.31			
401a	401A DEFERRED COMPENSATION	243.62	medtx	MEDICARE TAX	162.12			
l&i	L&I - SELF INSURED	56.58	fmlatx	WA Paid Family & Medical Leave	39.32			
unemp	UNEMPLOYMENT	36.56	genpre	SUN LIFE PRE TAX	35.63			
				<b>Totals:</b>	<b>6,828.36</b>			
						<b>Gross Earnings by Fund:</b>	<b>12,180.99</b>	<b>342.13</b>
						<b>Total Fund Deductions:</b>	<b>3,993.63</b>	
						<b>Fund Net:</b>	<b>8,187.36</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : 50501  
 # Emps : 2

<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>		<u>Amount</u>	<u>Hours</u>	
r	REGULAR	913.50	17.54	v	VACATION	530.59	10.13	
fh	FLOATING HOLIDAY	171.96	3.56	h	HOLIDAY	144.72	2.80	
				<b>Totals:</b>		<b>1,760.77</b>	<b>34.03</b>	
<u>Deduction Code and Description</u>		<u>Amount</u>	<u>Deduction Code and Description</u>		<u>Amount</u>			
fedtx	FEDERAL WITHHOLDING TAX	193.85	socsec	SOCIAL SECURITY	102.07			
pers2	PERS 2 RETIREMENT	94.73	medpre	HEALTH INSURANCE PRE TAX	91.55			
medtx	MEDICARE TAX	23.88	genpre	SUN LIFE PRE TAX	23.86			
icm457	ICMA DEFERRED COMP	23.29	fmlatx	WA Paid Family & Medical Leave	14.21			
wacare	WA Long-Term Care	10.20	l&i	L&I - SELF INSURED	5.58			
				<b>Totals:</b>	<b>583.22</b>			
<u>Benefit Code and Description</u>		<u>Amount</u>	<u>Benefit Code and Description</u>		<u>Amount</u>			
medpre	HEALTH INSURANCE PRE TAX	492.25	socsec	SOCIAL SECURITY	102.07			
pers2	PERS 2 RETIREMENT	98.24	vebahr	HRA VEBA	43.75			
401a	401A DEFERRED COMPENSATION	41.18	medtx	MEDICARE TAX	23.88			
genpre	SUN LIFE PRE TAX	6.79	fmlatx	WA Paid Family & Medical Leave	5.69			
unemp	UNEMPLOYMENT	5.27	l&i	L&I - SELF INSURED	1.77			
				<b>Totals:</b>	<b>820.89</b>			
						<b>Gross Earnings by Fund:</b>	<b>1,760.77</b>	<b>34.03</b>
						<b>Total Fund Deductions:</b>	<b>583.22</b>	
						<b>Fund Net:</b>	<b>1,177.55</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle sc

Fund Worked : - Totals -  
 # Emps : 250

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	607,733.11	16,856.98	v	VACATION	104,545.61	2,804.33
h	HOLIDAY	59,987.01	1,614.70	fh	FLOATING HOLIDAY	30,395.76	874.75
s	SICK	28,910.80	823.10	o20m	OT X 2.0 - CORR MANDATORY/SHRF	16,045.56	242.50
cu	COMP USED	13,450.71	435.66	o25vju	OT X 2.5 - CORR VOLUNTEER/JUVI	11,999.53	167.50
o15s	OVERTIME X 1.5 - SHERIFF DEPT	8,711.27	147.00	sigbon	SIGNING BONUS	3,333.34	
refbon	REFERRAL BONUS	2,500.00		fl	FUNERAL LEAVE	2,097.67	52.00
accred	ACCREDITATION PAY	1,699.79		adml	ADMINISTRATIVE LEAVE PAID	1,681.06	34.25
stby	STANDBY PAY	1,452.74	33.00	auto	AUTO ALLOWANCE CONTRACTUAL	1,190.00	
ldpa	DPA LONGEVITY PAY	1,184.77		ohjd	OT HOLIDAY - JUV DETENTION	975.68	24.00
aute	AUTO ALLOWANCE ELECTED	680.00		bsba	BS/BA EDUCATION INCENTIVE	425.73	
oth	OVERTIME X 1.5 - HOURLY	396.69	24.75	detpay	DETECTIVE PAY	371.12	
fto	FTO PREMIUM	363.07	189.00	aaas	AA/AS EDUCATION INCENTIVE	302.97	
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	239.30	3.00	asp	SHERIFF ACTING SUPERVISOR PAY	194.36	123.00
phsm	PHONE STIPEND SMART PHONE	180.00		uapr	URINE ANALYSIS PREMIUM	165.00	
jd	JURY DUTY	87.93	3.25	biling	BILINGUAL INCENTIVE	66.11	
aspd	SHERIFF ACTING SUP PAY DEPUTY	55.25	25.00	aspj	ACTING SUPERVISOR PAY JUVENILE	47.26	36.00
o15j	OVERTIME x 1.5 - JUV DETENTION	12.60	0.25	phns	PHONE STIPEND	10.00	
mil	MILITARY LEAVE						
<b>Totals:</b>						<b>901,491.80</b>	<b>24,514.02</b>

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	69,382.66	medpre	HEALTH INSURANCE PRE TAX	53,221.69
socsec	SOCIAL SECURITY	51,631.24	pers2	PERS 2 RETIREMENT	33,471.55
401a	401A DEFERRED COMPENSATION	21,125.62	medtx	MEDICARE TAX	12,075.17
icm457	ICMA DEFERRED COMP	11,568.00	leoff2	LEOFF 2 RETIREMENT	8,790.15
fmlatx	WA Paid Family & Medical Leave	7,196.72	psers	PSERS RETIREMENT	7,155.92
l&i	L&I - SELF INSURED	5,270.50	wacare	WA Long-Term Care	4,627.00
rth457	ROTH-ICMA DEFERRED COMP	4,311.51	udteam	UNION DUES - TEAMSTERS	3,904.00
pers3	PERS 3 RETIREMENT	3,897.08	genpre	SUN LIFE PRE TAX	2,623.70
afpre	AFLAC PRE TAX	1,747.47	h457	MASSMUTUAL 457	1,546.76
hr125	HEALTH REIMBURSEMENT	1,329.16	dshs	DSHS CHILD SUPPORT	1,174.92
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00	n457	NATIONWIDE 457	724.99
udmp	UNION DUES - 1619 MP	656.45	udlc1	UNION DUES - 1619 LC	655.00
udpd1	UNION DUES - 1619 D	627.00	udcd1	UNION DUES - 1619 CD	561.00
a&aco	AUDIT & ADJUSTMENT CO INC	467.31	evggar	EVERGREEN FIN GARNISHMENT	438.26
aflaft	AFLAC POST TAX	255.53	pers1	PERS 1 RETIREMENT	235.09
colaft	COLONIAL LIFE INS. POST TAX	225.05	uw	UNITED WAY	125.00

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
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Fund Worked : - Totals -  
 # Emps : 250

Deduction Code and Description		Amount
perscu	PERS RETIREMENT CATCH UP	101.50
udpd2	UNION DUES - 1619 D	71.25
colpre	COLONIAL LIFE INS. PRE TAX	40.00
shrfcf	SHERIFF COFFEE FUND	14.00

Deduction Code and Description		Amount
udcd2	UNION DUES - 1619 CD	85.00
udcs	UNION DUES - 1619 CS	67.85
shrfnd	SHERIFF EMPLOYEE FUND	16.00
garnfe	GARNISHMENT FEE	1.50
<b>Totals:</b>		<b>312,168.60</b>

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	360,442.71
vebahr	HRA VEBA	36,052.06
401a	401A DEFERRED COMPENSATION	17,088.83
medtx	MEDICARE TAX	12,075.17
leoff2	LEOFF 2 RETIREMENT	5,482.26
fmlatx	WA Paid Family & Medical Leave	2,878.63
genpre	SUN LIFE PRE TAX	707.00
perscu	PERS RETIREMENT CATCH UP	105.28

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	51,631.24
pers2	PERS 2 RETIREMENT	34,242.78
l&i	L&I - SELF INSURED	16,120.54
psers	PSERS RETIREMENT	7,363.02
pers3	PERS 3 RETIREMENT	3,381.16
unemp	UNEMPLOYMENT	2,596.99
pers1	PERS 1 RETIREMENT	218.63
<b>Totals:</b>		<b>550,386.30</b>

<b>Grand Total Gross Earnings:</b>	<b>901,491.80</b>	<b>24,514.02</b>
<b>Grand Total Deductions:</b>	<b>312,168.60</b>	
<b>Grand Total Net:</b>	<b>589,323.20</b>	

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Labor Distribution Totals By Fund  
CLALLAM COUNTY  
12/16/2025 to 12/31/2025-1 Cycle s

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Fund Worked : 10101  
# Emps : 61

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	129,486.40	3,683.75	v	VACATION	18,598.04	526.50
o15r	OVERTIME X 1.5 - ROADS DEPT	17,097.63	348.50	h	HOLIDAY	15,499.69	440.00
cu	COMP USED	5,735.44	177.00	fh	FLOATING HOLIDAY	5,517.57	164.00
s	SICK	3,707.65	104.25	phns	PHONE STIPEND	430.00	
auto	AUTO ALLOWANCE CONTRACTUAL	340.00		cpr	COMP TIME PAID - PW ROADS	166.77	5.25
c15r	COMP EARNED X 1.5 ROADS	-9,061.33	-186.00				
<b>Totals:</b>						<b>187,517.86</b>	<b>5,263.25</b>

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	14,579.75	socsec	SOCIAL SECURITY	11,033.66
medpre	HEALTH INSURANCE PRE TAX	10,472.06	pers2	PERS 2 RETIREMENT	9,608.49
icm457	ICMA DEFERRED COMP	3,992.59	401a	401A DEFERRED COMPENSATION	2,817.73
medtx	MEDICARE TAX	2,580.41	udteam	UNION DUES - TEAMSTERS	1,827.68
l&i	L&I - SELF INSURED	1,673.05	fmlatx	WA Paid Family & Medical Leave	1,521.83
wacare	WA Long-Term Care	958.39	h457	MASSMUTUAL 457	671.60
pers3	PERS 3 RETIREMENT	459.53	udmp	UNION DUES - 1619 MP	139.39
genpre	SUN LIFE PRE TAX	111.18	aflaft	AFLAC POST TAX	74.54
uw	UNITED WAY	56.14	aflpre	AFLAC PRE TAX	44.40
<b>Totals:</b>					<b>62,622.42</b>

Benefit Code and Description		Amount	Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	80,257.66	socsec	SOCIAL SECURITY	10,974.54
pers2	PERS 2 RETIREMENT	9,911.11	l&i	L&I - SELF INSURED	5,270.96
401a	401A DEFERRED COMPENSATION	3,415.70	medtx	MEDICARE TAX	2,566.59
unemp	UNEMPLOYMENT	670.89	fmlatx	WA Paid Family & Medical Leave	605.42
pers3	PERS 3 RETIREMENT	509.47	vebahr	HRA VEBA	400.00
genpre	SUN LIFE PRE TAX	70.78			
<b>Totals:</b>					<b>114,653.12</b>

<b>Gross Earnings by Fund:</b>	<b>187,517.86</b>	<b>5,263.25</b>
<b>Total Fund Deductions:</b>	<b>62,622.42</b>	
<b>Fund Net:</b>	<b>124,895.44</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle s

Fund Worked : 10135  
 # Emps : 2

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	3,633.45	92.50	h	HOLIDAY	303.24	8.00
s	SICK	56.86	1.50				
<b>Totals:</b>						<b>3,993.55</b>	<b>102.00</b>

Deduction Code and Description		Amount	Deduction Code and Description		Amount
401a	401A DEFERRED COMPENSATION	363.88	medpre	HEALTH INSURANCE PRE TAX	293.80
fedtx	FEDERAL WITHHOLDING TAX	270.94	socsec	SOCIAL SECURITY	229.20
pers2	PERS 2 RETIREMENT	195.77	medtx	MEDICARE TAX	53.60
udmp	UNION DUES - 1619 MP	34.55	icm457	ICMA DEFERRED COMP	34.44
fmlatx	WA Paid Family & Medical Leave	32.23	wacare	WA Long-Term Care	23.17
l&i	L&I - SELF INSURED	17.69	pers3	PERS 3 RETIREMENT	17.22
genpre	SUN LIFE PRE TAX	4.01	uw	UNITED WAY	1.52
<b>Totals:</b>					<b>1,572.02</b>

Benefit Code and Description		Amount	Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,478.12	socsec	SOCIAL SECURITY	229.20
pers2	PERS 2 RETIREMENT	203.05	401a	401A DEFERRED COMPENSATION	83.42
medtx	MEDICARE TAX	53.60	vebahr	HRA VEBA	25.00
pers3	PERS 3 RETIREMENT	19.79	unemp	UNEMPLOYMENT	15.98
fmlatx	WA Paid Family & Medical Leave	12.90	l&i	L&I - SELF INSURED	11.30
genpre	SUN LIFE PRE TAX	2.61			
<b>Totals:</b>					<b>2,134.97</b>

<b>Gross Earnings by Fund:</b>	<b>3,993.55</b>	<b>102.00</b>
<b>Total Fund Deductions:</b>	<b>1,572.02</b>	
<b>Fund Net:</b>	<b>2,421.53</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle s

Fund Worked : 30805  
 # Emps : 1

<u>Earnings Code &amp; Description</u>	<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>	<u>Amount</u>	<u>Hours</u>
r REGULAR	532.06	9.00			
			<b>Totals:</b>	<b>532.06</b>	<b>9.00</b>
<u>Deduction Code and Description</u>	<u>Amount</u>		<u>Deduction Code and Description</u>	<u>Amount</u>	
icm457 ICMA DEFERRED COMP	51.66		fedtx FEDERAL WITHHOLDING TAX	35.53	
socsec SOCIAL SECURITY	31.70		pers3 PERS 3 RETIREMENT	25.83	
medpre HEALTH INSURANCE PRE TAX	16.20		medtx MEDICARE TAX	7.42	
genpre SUN LIFE PRE TAX	6.02		fmlatx WA Paid Family & Medical Leave	4.30	
wacare WA Long-Term Care	3.09		l&i L&I - SELF INSURED	2.59	
uw UNITED WAY	2.28				
			<b>Totals:</b>	<b>186.62</b>	
<u>Benefit Code and Description</u>	<u>Amount</u>		<u>Benefit Code and Description</u>	<u>Amount</u>	
medpre HEALTH INSURANCE PRE TAX	139.69		socsec SOCIAL SECURITY	31.70	
pers3 PERS 3 RETIREMENT	29.69		401a 401A DEFERRED COMPENSATION	15.96	
l&i L&I - SELF INSURED	9.34		medtx MEDICARE TAX	7.42	
genpre SUN LIFE PRE TAX	3.91		unemp UNEMPLOYMENT	2.13	
fmlatx WA Paid Family & Medical Leave	1.72				
			<b>Totals:</b>	<b>241.56</b>	
			<b>Gross Earnings by Fund:</b>	<b>532.06</b>	<b>9.00</b>
			<b>Total Fund Deductions:</b>	<b>186.62</b>	
			<b>Fund Net:</b>	<b>345.44</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle s

Fund Worked : 40201  
 # Emps : 1

<u>Earnings Code &amp; Description</u>	<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>	<u>Amount</u>	<u>Hours</u>
r REGULAR	439.59	10.00			
			<b>Totals:</b>	<b>439.59</b>	<b>10.00</b>
<u>Deduction Code and Description</u>	<u>Amount</u>		<u>Deduction Code and Description</u>	<u>Amount</u>	
fedtx FEDERAL WITHHOLDING TAX	34.85		medpre HEALTH INSURANCE PRE TAX	28.47	
socsec SOCIAL SECURITY	25.49		pers2 PERS 2 RETIREMENT	23.65	
401a 401A DEFERRED COMPENSATION	13.19		medtx MEDICARE TAX	5.96	
fmlatx WA Paid Family & Medical Leave	3.55		udmp UNION DUES - 1619 MP	3.48	
l&i L&I - SELF INSURED	2.86		wacare WA Long-Term Care	2.55	
			<b>Totals:</b>	<b>144.05</b>	
<u>Benefit Code and Description</u>	<u>Amount</u>		<u>Benefit Code and Description</u>	<u>Amount</u>	
medpre HEALTH INSURANCE PRE TAX	139.33		socsec SOCIAL SECURITY	25.49	
pers2 PERS 2 RETIREMENT	24.53		l&i L&I - SELF INSURED	10.25	
401a 401A DEFERRED COMPENSATION	8.80		medtx MEDICARE TAX	5.96	
unemp UNEMPLOYMENT	1.76		fmlatx WA Paid Family & Medical Leave	1.42	
			<b>Totals:</b>	<b>217.54</b>	
			<b>Gross Earnings by Fund:</b>	<b>439.59</b>	<b>10.00</b>
			<b>Total Fund Deductions:</b>	<b>144.05</b>	
			<b>Fund Net:</b>	<b>295.54</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle s

Fund Worked : 41401  
 # Emps : 7

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	8,204.93	238.75	s	SICK	2,998.85	71.33
v	VACATION	1,404.16	32.67	h	HOLIDAY	812.64	24.00
o15r	OVERTIME X 1.5 - ROADS DEPT	635.85	15.25	fh	FLOATING HOLIDAY	250.29	8.00
phns	PHONE STIPEND	20.00					
				<b>Totals:</b>		<b>14,326.72</b>	<b>390.00</b>

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	958.72
socsec	SOCIAL SECURITY	828.26
401a	401A DEFERRED COMPENSATION	279.24
icm457	ICMA DEFERRED COMP	177.32
fmlatx	WA Paid Family & Medical Leave	115.65
wacare	WA Long-Term Care	83.10
udmp	UNION DUES - 1619 MP	22.23
uw	UNITED WAY	4.55

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	895.50
pers2	PERS 2 RETIREMENT	712.42
medtx	MEDICARE TAX	193.73
udteam	UNION DUES - TEAMSTERS	125.92
l&i	L&I - SELF INSURED	108.89
pers3	PERS 3 RETIREMENT	51.66
genpre	SUN LIFE PRE TAX	12.03
<b>Totals:</b>		<b>4,569.22</b>

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	6,120.29
pers2	PERS 2 RETIREMENT	738.94
401a	401A DEFERRED COMPENSATION	284.06
pers3	PERS 3 RETIREMENT	59.38
fmlatx	WA Paid Family & Medical Leave	46.26

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	828.26
l&i	L&I - SELF INSURED	348.40
medtx	MEDICARE TAX	193.73
unemp	UNEMPLOYMENT	56.62
genpre	SUN LIFE PRE TAX	7.83
<b>Totals:</b>		<b>8,683.77</b>

<b>Gross Earnings by Fund:</b>	<b>14,326.72</b>	<b>390.00</b>
<b>Total Fund Deductions:</b>	<b>4,569.22</b>	
<b>Fund Net:</b>	<b>9,757.50</b>	

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Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle s

Fund Worked : 42401  
 # Emps : 3

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours	
r	REGULAR	1,264.63	29.75					
				<b>Totals:</b>	<b>1,264.63</b>	<b>29.75</b>		
Deduction Code and Description		Amount	Deduction Code and Description		Amount			
fedtx	FEDERAL WITHHOLDING TAX	95.43	medpre	HEALTH INSURANCE PRE TAX	81.91			
socsec	SOCIAL SECURITY	73.28	pers2	PERS 2 RETIREMENT	61.65			
401a	401A DEFERRED COMPENSATION	34.37	medtx	MEDICARE TAX	17.13			
icm457	ICMA DEFERRED COMP	11.48	fmlatx	WA Paid Family & Medical Leave	10.21			
l&i	L&I - SELF INSURED	7.73	udmp	UNION DUES - 1619 MP	7.65			
wacare	WA Long-Term Care	7.34	pers3	PERS 3 RETIREMENT	5.74			
udteam	UNION DUES - TEAMSTERS	2.09	genpre	SUN LIFE PRE TAX	1.34			
uw	UNITED WAY	0.51					<b>Totals:</b>	<b>417.86</b>
Benefit Code and Description		Amount	Benefit Code and Description		Amount			
medpre	HEALTH INSURANCE PRE TAX	424.99	socsec	SOCIAL SECURITY	73.28			
pers2	PERS 2 RETIREMENT	63.97	401a	401A DEFERRED COMPENSATION	26.48			
l&i	L&I - SELF INSURED	24.99	medtx	MEDICARE TAX	17.13			
pers3	PERS 3 RETIREMENT	6.60	unemp	UNEMPLOYMENT	5.06			
fmlatx	WA Paid Family & Medical Leave	4.08	genpre	SUN LIFE PRE TAX	0.87			
				<b>Totals:</b>	<b>647.45</b>			
					<b>Gross Earnings by Fund:</b>	<b>1,264.63</b>	<b>29.75</b>	
					<b>Total Fund Deductions:</b>	<b>417.86</b>		
					<b>Fund Net:</b>	<b>846.77</b>		

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle s

Fund Worked : 50301  
 # Emps : 8

<u>Earnings Code &amp; Description</u>			<u>Amount</u>	<u>Hours</u>	<u>Earnings Code &amp; Description</u>			<u>Amount</u>	<u>Hours</u>
r	REGULAR		16,910.23	519.00	v	VACATION	3,318.64	93.50	
h	HOLIDAY		1,878.28	56.00	s	SICK	336.17	9.00	
tlss	TOOL STIPEND		150.00		phns	PHONE STIPEND	50.00		
o15r	OVERTIME X 1,5 - ROADS DEPT		46.78	1.00					
					<b>Totals:</b>		<b>22,690.10</b>	<b>678.50</b>	
<u>Deduction Code and Description</u>			<u>Amount</u>	<u>Deduction Code and Description</u>			<u>Amount</u>		
medpre	HEALTH INSURANCE PRE TAX		1,630.84	fedtx	FEDERAL WITHHOLDING TAX		1,242.59		
socsec	SOCIAL SECURITY		1,242.47	pers2	PERS 2 RETIREMENT		1,157.36		
401a	401A DEFERRED COMPENSATION		383.98	medtx	MEDICARE TAX		290.57		
udteam	UNION DUES - TEAMSTERS		201.81	l&i	L&I - SELF INSURED		188.53		
fmlatx	WA Paid Family & Medical Leave		174.91	icm457	ICMA DEFERRED COMP		128.58		
wacare	WA Long-Term Care		125.69	dshs	DSHS CHILD SUPPORT		102.00		
udmp	UNION DUES - 1619 MP		34.55	gamfe	GARNISHMENT FEE		0.50		
					<b>Totals:</b>		<b>6,904.38</b>		
<u>Benefit Code and Description</u>			<u>Amount</u>	<u>Benefit Code and Description</u>			<u>Amount</u>		
medpre	HEALTH INSURANCE PRE TAX		10,349.92	socsec	SOCIAL SECURITY		1,301.59		
pers2	PERS 2 RETIREMENT		1,254.97	l&i	L&I - SELF INSURED		520.95		
401a	401A DEFERRED COMPENSATION		392.17	medtx	MEDICARE TAX		304.39		
unemp	UNEMPLOYMENT		82.87	fmlatx	WA Paid Family & Medical Leave		73.26		
					<b>Totals:</b>		<b>14,280.12</b>		
							<b>Gross Earnings by Fund:</b>	<b>22,690.10</b>	<b>678.50</b>
							<b>Total Fund Deductions:</b>	<b>6,904.38</b>	
							<b>Fund Net:</b>	<b>15,785.72</b>	

Labor Distribution Totals By Fund  
 CLALLAM COUNTY  
 12/16/2025 to 12/31/2025-1 Cycle s

Fund Worked : - Totals -  
 # Emps : 66

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	160,471.29	4,582.75	v	VACATION	23,320.84	652.67
h	HOLIDAY	18,493.85	528.00	o15r	OVERTIME X 1.5 - ROADS DEPT	17,780.26	364.75
s	SICK	7,099.53	186.08	fh	FLOATING HOLIDAY	5,767.86	172.00
cu	COMP USED	5,735.44	177.00	phns	PHONE STIPEND	500.00	
auto	AUTO ALLOWANCE CONTRACTUAL	340.00		cpr	COMP TIME PAID - PW ROADS	166.77	5.25
tlss	TOOL STIPEND	150.00		c15r	COMP EARNED X 1.5 ROADS	-9,061.33	-186.00
				<b>Totals:</b>		<b>230,764.51</b>	<b>6,482.50</b>

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	17,154.59
socsec	SOCIAL SECURITY	13,464.06
icm457	ICMA DEFERRED COMP	4,396.07
medtx	MEDICARE TAX	3,148.82
l&i	L&I - SELF INSURED	2,001.34
wacare	WA Long-Term Care	1,203.33
pers3	PERS 3 RETIREMENT	559.98
genpre	SUN LIFE PRE TAX	134.58
aflaft	AFLAC POST TAX	74.54
aflpre	AFLAC PRE TAX	44.40

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	13,482.00
pers2	PERS 2 RETIREMENT	11,759.34
401a	401A DEFERRED COMPENSATION	3,892.39
udteam	UNION DUES - TEAMSTERS	2,157.50
fmlatx	WA Paid Family & Medical Leave	1,862.68
h457	MASSMUTUAL 457	671.60
udmp	UNION DUES - 1619 MP	241.85
dshs	DSHS CHILD SUPPORT	102.00
uw	UNITED WAY	65.00
garufe	GARNISHMENT FEE	0.50
<b>Totals:</b>		<b>76,416.57</b>

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	98,910.00
pers2	PERS 2 RETIREMENT	12,196.57
401a	401A DEFERRED COMPENSATION	4,226.59
unemp	UNEMPLOYMENT	835.31
pers3	PERS 3 RETIREMENT	624.93
genpre	SUN LIFE PRE TAX	86.00

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	13,464.06
l&i	L&I - SELF INSURED	6,196.19
medtx	MEDICARE TAX	3,148.82
fmlatx	WA Paid Family & Medical Leave	745.06
vebahr	HRA VEBA	425.00
<b>Totals:</b>		<b>140,858.53</b>

<b>Grand Total Gross Earnings:</b>	<b>230,764.51</b>	<b>6,482.50</b>
<b>Grand Total Deductions:</b>	<b>76,416.57</b>	
<b>Grand Total Net:</b>	<b>154,347.94</b>	



JAN 27 2026

## BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of January 19-23, 2026

### WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, January 20, 2026. Present were Commissioners Ozias, Johnson and French and Administrator Mielke.

Items of discussion per the agenda published January 15 were:

- Calendar/Correspondence
- Purchase order with GIS ESRI Enterprise for technology software and maintenance services
- Discussion on the 2025 refund petitions for the 2026 levy
- Resolution canceling uncollectible personal property taxes
- Agreement with Department of Commerce for the STOP Grant Program
- Letter of support for the Hoh Indian Tribe's 3-phase Power and Fiber Optic Extension Project

The meeting concluded at 9:20 a.m.

### REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, January 20, 2026. Also present were Commissioner Ozias and Johnson and Administrator Mielke.

### REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

### PUBLIC COMMENT

- Denise Lapio, Sequim, commented on transcripts, 1c, 1d, appointments to board and committees
- Jake Seeger, District III, commented on item 3a, harm reduction
- Ed Bowen, Clallam Bay, commented on Commissioners forum, CMO DC trip, item 1f and 2b
- Kevin McSherry, Clallam County, commented on item 3a (see attached)
- Karin Cummins, Sequim, commented on item 1a
- Rob Craven, Clallam County, commented on item 3a
- Hans Bailey, Clallam County, commented on item 3a
- John Worthington, Sequim, commented on item 2b
- Brandon Miller, Clallam County, commented on item 3a
- Michael Misselwitz, Clallam County, commented on item 3a
- Randy Simmons, Clallam County, commented on item 3a
- Susie Blevins, Clallam County, commented on item 3a
- Kelly Sanders, Port Angeles, commented on item 3a
- Chris Oden, Clallam County, commented on item 3a
- Eric Fehrmann, Sequim, commented on item 3a
- Elizabeth Batson, Clallam County, commented on item 3a
- Mike Doherty, Port Angeles, commented on Heritage Advisory Board, Judith Stipe Proclamation
- Rose Marshall, Port Angeles, commented on item 3a
- Glynda Peterson Chadd, Clallam County, commented on item 3a
- Chris Niclas, Port Angeles, commented on item 3a
- Katherine Vollenweider, Clallam County, commented Money for Museum funding, Judith Stipe Proclamation, Heritage Advisory Board
- Jeff Tozzer, Sequim, commented on item ordinance reviews, harm reduction, item 3a, Jamestown Tribe communication with Commissioner Ozias

**CONSENT AGENDA – Any Commissioner may remove items for discussion**

1a Approval of vouchers for the week of January 12

The Following warrants and electronic payments are approved for payment:

<b>Accounts Payable:</b>	Total
Warrant numbers: 9948303-9948578	<b>\$946,373.61</b>
Electronic payments dates: n/a	<b>\$0.00</b>
Total Accounts Payable:	<b>\$946,373.61</b>

1b Approval of minutes for the week of January 12

1c Resolution reappointing John Viada to the Civil Services Commission

1d Resolution appointing Daniel Peacock to the Revenue Advisory Committee

1e Letter of support for the Edgewood Drive Wastewater Line Project

1f Letter of support for the Hoh Indian Tribe’s 3-phase Power and Fiber Optic Extension Project

1g Approve of an extension of Atterberry Landing Binding Site Plan LDV2018-00034 to 3/10/27

1h Approval of the “For” and “Against” Committee form for proposed Charter amendment regarding Local Voters’ Pamphlet

1i Proclamation recognizing Judith Reandeau Stipe for her service to the Heritage Advisory Board

**ACTION TAKEN: CRJm to approve the consent agenda as presented, CMOs, mc**

**REPORTS AND PRESENTATIONS**

- CMO recognized Judith Reandeau Stipe for her service to the Heritage Advisory Board
  - Stipe commented on her efforts to locate Heritage Funding and time served on the Heritage Advisory Board
- CRJ reported on workforce training, Senate Bill 5838, Board of Natural Resources, Tribes
- CMO report on trip to DC update, transportation infrastructure, PILT, FEMA, Medicaid, National Association of Counties update

**CONTRACTS AND AGREEMENTS**

2a Agreement with Department of Agriculture to assist landowners in treating shiny geranium noxious weed

**ACTION TAKEN: CRJm to approve, CMOs, mc**

2b Agreement amendment 2 with Facet NW, Inc for Comprehensive Plan update

**ACTION TAKEN: CRJm to approve, CMOs, mc**

2c Agreement with Clallam County Public Works Department for 2026 Hotel/Motel Tax Funds

**ACTION TAKEN: CRJm to approve, CMOs, mc**

2d Agreement with Olympic Peninsula Visitor Bureau for 2026 Hotel/Motel Tax Funds

**ACTION TAKEN: CRJm to approve, CMOs, mc**

2e Agreement with The Dungeness Crab Festival for 2026 Hotel/Motel Tax Funds

**ACTION TAKEN: CRJm to approve, CMOs, mc**

2f Agreement with Top Left Trails Co-op for 2026 Hotel/Motel Tax Funds

**ACTION TAKEN: CRJm to approve, CMOs, mc**

2g Agreement with Port Angeles Waterfront Center – Field Hall for 2026 Hotel/Motel Tax Funds

**ACTION TAKEN: CRJm to approve, CMOs, mc**

2h Agreement with Hurricane Ridge Winter Sports Education Foundation for 2026 Hotel/Motel Tax Funds

**ACTION TAKEN: CRJm to approve, CMOs, mc**

2i Agreement with Peninsula Trails Coalition for 2026 Hotel/Motel Tax Funds

**ACTION TAKEN: CRJm to approve, CMOs, mc**

## **COMMUNITY DEVELOPMENT**

3a Ordinance amending and adding Title 33 Zoning: Amending Chapter 33.03 Definitions, 33.50 Accessory Housing, 33.51 Vacation Rentals, and 33/40 General Requirements and adding Chapter 33.58 Recreational Vehicles AND Title 21 Building and Construction: Amending 21.06 Park Model Placement

Written comments were sent in by: Jenny Murphy, Joan Cotta, Patricia Lauretano, Jacob Seegers, Mindy Smith, Alex Wilson, Alice Crapo, Steve and Jill Jones, Neil van Blaricom, Sean Auclair, Darlene Fodge, Lauralee Matlock, Dr. Sarah Huling, Keith Fell, Eilleen Giesser, Janis Flagg, Rezident, Joan Rudd, Jillian Jenkns, David Brownell, Matt Kiddle, Kathryn MacGeraghty, Tom Backe, Jan Rogatz, George Will, Jolie Will, Nate Lish, Sami Gray, Tammi Moses, David Mattern, Dr. Sarah Huling, Linda Stenzel, Rick Marschall, Shimkiri Syiem, Robert Barkie, Adrien Craven, Paul Craven, Renee Paradis, Kelly Sanders, Lynette Brown, Corrine Reed, Brian Albright, Jessica Bekkevar, Rebecca Hamlin, Kala McGlashan, Linda and Tom Wells, Christopher Odland, Sandra Lawrence, Michael Misselwitz, Kevin McSherry, Jake Purvis, Amanda Stanley, Jason Minnoch, Roger Goettling, Chantelle Holgerson, Annie Blossom, Kathryn Goettling, Larrisa Garrison, Brandon Miller, Chris Niclas, Ashley Morris, Ashley Peterson, Joe Soha, Kristie Wehe, Sara Shearer, Lori Gray, Rachel Turner, Sarah Olson, Brandy and Blaine Collins, P.R. (see attached)

BOCC provided feedback and directed the Department of Community Development to take the Ordinance back to the Planning Commission to be revised.

**ACTION TAKEN: No action was taken**

## **PUBLIC COMMENT**

- Dave Bekkevar, Sequim, commented on item 3a, listen to the public
- Karin Cummins, Sequim, commented on item 3a, noise ordinance, insurance, Judith Stipe
- Sarah Kincaid, Sequim, commented on item 3a
- Chris Oden, Port Angeles, commented on item 3a
- Mark Curtis, Sequim, commented on budget, Jamestown S'Klallam Tribe, PILT, Railroad Bridge Park Bridge replacement
- Shara Smith, Port Angeles, commented on Bruce Emery, property issues
- Hans Bailey, Clallam County, commented on item 3a
- Denise Lapio, Sequim, commented on Heritage Advisory Board appointments and reappointments
- Unknown name, commented on code enforcement issues, RV's, foreclosure properties, septic
- Dena Schneider, Port Angeles, commented on item 3a
- Autumn Gustafson, Clallam County, commented on item 3a
- Ed Bowen, Clallam Bay, commented on District III report, Olympic National Park listening event, intergovernmental relations
- John Worthington, Sequim, commented on Mike Doherty, ethics rules, CERN, NODC
- Eric Fehrmann, Sequim, commented on item 3a, harm reduction, opioid replacement therapy, housing and homelessness issues
- C.G.H, Clallam County, commented on property issues, item 3a
- Joe Schmitt, Clallam County, commented on item 3a, Heritage Advisory Board
- Tammi Moses, Clallam County, commented on item 3a, property issues, code enforcement, drugs
- Jeff Tozzer, Sequim, commented on Heritage Advisory Board appointment, 3 Crab Road, item 3a, Happy Valley gravel pit, code enforcement, noise ordinance, Jamestown S'Klallam Tribe, Derrick Eberle, Judith Stipe

The meeting concluded at 1:24 p.m. and continued until Monday, January 26, 2026 at 9 a.m.

**BOARD of CLALLAM COUNTY COMMISSIONERS**  
**MINUTES for the week of January 19-23, 2026**  
**Page 4**

The Board of Commissioners attended a Board of Health Meeting, Coffee with Colleen, Clallam Transit Meeting and Finance Committee Meeting during the week of January 19, 2026.

PASSED AND ADOPTED this 27<sup>th</sup> day of January 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

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

ATTEST:

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

**KEY TO ABBREVIATIONS:**

ATM Administrator Todd Mielke  
CMO Commissioner Mark Ozias  
CRJ Commissioner Randy Johnson  
CMF Commissioner Mike French

m moved  
mc motion carried  
s seconded

**DRAFT**

# **BOCC Mail Correspondences Received from other Jurisdictions**

# CONSERVATION DELIVERY

Help Washington's 45-strong conservation district (CD) network bring conservation to the people!

Fund the State Conservation Commission's 2026 Conservation Technical Assistance (CTA) supplemental budget request.

- CDs are local hubs of non-regulatory, natural resource public services for Washingtonians.
- CTA is their lifeline—funding the workforce, programs, and facilities they need to deliver common-sense conservation services to your constituents.
- With CTA funding cut to just half of what CDs received over the past two years, these vital services—and the health of our lands, waters, farms, and communities—are at risk.

SEATTLE WA 980  
MY NAME IS:

Clea Rome L



I'M A RESIDENT OF:

Port Angeles, WA

NOTE:

*The CD has strong public benefit to the citizens of Clallam County and plays an important role in the 'ecosystem' of working land services.*

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

RECEIVED  
CLALLAM CO. COMMISSIONERS  
JAN 12 2026  
1...2...3...A...

FULLY FUNDED CTA VS. UNDERFUNDED CTA

  
Local conservation expertise is accessible to constituents

  
Waitlists delay natural resource help for constituents

  
Your community drives state natural resource investments

  
One-size-fits-all natural resource funding ignores local needs

  
Health of local natural resources improve

  
Limited capacity leads to resource degradation

Over 50% of Washington's land is privately owned—cuts to CTA jeopardize the public-private partnerships we need to achieve state natural resource goals. **Please restore CTA funding to help CDs bring conservation to the people.**

**THANK YOU!**

**Clallam Conservation District (CCD)** works to provide expert advice, technical support, and funding opportunities to conserve our soil, water, and wildlife for generations to come.



**Clallam Conservation District**

228 W. First Street, Suite H

Port Angeles, WA 98362

(360) 775-3747

Fax (360) 775-3749

[info@clallamcd.org](mailto:info@clallamcd.org)

Public Comment  
Kevin McSherry  
1/20/26

# **Economic Research Report**

## **U.S. Housing Affordability Crisis in 2025**

### **Special Focus: Barriers to Homeownership for Young Adults and the Role of Accessory Dwelling Units (ADUs)**

Prepared for: Clallam County Planning Commission, Board of County Commissioners, and City of Sequim Planning Commission

Date: December 2025

Author: Independent Housing Economics Analysis – Grok AI

Reviewer: Patrick D. Griffin, Financial Advisor

## 1. Executive Summary

The U.S. housing market remains in a prolonged affordability crisis in late 2025. Despite modest inventory gains and a slight easing of mortgage rates, median home prices continue to rise, and the cost of homeownership now consumes an unsustainable share of household income for younger cohorts. First-time buyers under age 35 represent only 21% of all purchasers—the lowest share on record—with the median first-time buyer age reaching 40 years (National Association of Realtors, “2025 Profile”).

In Clallam County and the City of Sequim (ZIP 98382), local conditions mirror and often exceed national trends. Median listing prices in Sequim reached \$579,000 in December 2025 while median household income has stagnated, leaving only 39% of median-income households able to afford a median-priced home—down from 65% in 2018 (“Housing Costs”).

This report documents current national and local conditions, quantifies barriers facing millennials and Gen Z, and presents evidence-based policy recommendations centered on zoning reform to permit greater construction and rental of Accessory Dwelling Units (ADUs). Liberalizing ADU regulations offers Clallam County and Sequim a high-leverage, low-cost mechanism to increase the supply of naturally affordable rental and ownership units without requiring new land or major infrastructure investment.

## 2. Macroeconomic and Housing Market Conditions (Q4 2025)

Indicator	Current Level	YoY Change	Source
National Home Price Index (FHFA)	+2.2% (Q3)	Slowing	U.S. Federal Housing Finance Agency
30-Year Fixed Mortgage Rate (2025 avg)	6.64%	-40 bps from Jan peak	Freddie Mac
Existing-Home Sales (SAAR)	4.1 million (Oct)	+1.2% MoM, flat YoY	National Association of Realtors
Months’ Supply of Inventory	4.4 months (Oct)	+7.3% YoY	National Association of Realtors
Housing Completions (Single-Family)	1.09 million (annualized)	+6.7% expected 2025	U.S. Census Bureau
Estimated National Housing Shortfall	3.8–5.5 million units	—	Freddie Mac / Up for Growth

The market remains constrained by the mortgage-rate lock-in effect: approximately 82% of outstanding mortgages carry rates below 5% (Freddie Mac).

### Local Context: Sequim / Clallam County (Q4 2025)

- Median listing price (Sequim, Dec 2025): \$579,000 (Movoto)
- Median sale price (Sequim, Oct 2025): \$480,000 (Redfin)
- Median home value (Clallam County): \$474,000 (Zillow Research)
- Active listings (Sequim area): ~270–280
- Projected housing deficit by 2030 (Sequim UGA): 978 units (Aterio)
- Share of median-income households able to afford a median-priced home: 39% (down from 65% in 2018) (“Housing Costs”)

### 3. Homeownership Attainment by Age Cohort (2025)

Age Group	Share of All Buyers (2025)	Historical Average	Median Age of First-Time Buyer
Under 35	21%	38–40%	40 years (record high)
35–44	28%	25%	—
55+	41%	31%	—

Source: National Association of Realtors, “2025 Profile of Home Buyers and Sellers”

Key drivers of the collapse in young-adult homeownership (nationally and amplified locally):

- Required income to afford a median-priced home: +70% vs. 2019
- Median down payment for first-time buyers: ~\$41,000 (9% of purchase price)
- Millions more adults under 35 living with parents than a decade ago
- Investor all-cash purchases: ~29% of entry-level transactions in many markets

In Clallam County these pressures are intensified by stagnant wages and rapid price growth in a retiree-heavy market.

### 4. Economic Consequences of Delayed Household Formation

Delayed homeownership produces measurable macroeconomic and fiscal effects:

- Reduced household wealth accumulation (home equity remains the largest asset for 65% of middle-income families)
- Higher lifetime rental cost burden (46% of renters cost-burdened vs. 22% of owners)
- Lower geographic mobility and labor-market efficiency

- Increased pressure on local government services as young adults remain in parental homes longer

In Sequim and Clallam County, delayed independence strains family resources and limits long-term economic vitality in an aging community.

## 5. Accessory Dwelling Units as a Supply-Side Intervention

ADUs represent the most immediately deployable tool for adding housing units within existing neighborhoods.

Jurisdiction & Reform Period	Key Result
California (post-2017–2025 reforms)	>80,000 permits issued since 2016; ~25,000 in 2022 alone; 2025 laws further streamline legalization
Portland, OR (2010–2025)	~1,500 ADUs permitted; median rent ~32% below market; now allows up to 2 ADUs per lot
Minneapolis (2014–2025)	ADU permits ↑800%; no measurable neighborhood price depreciation

Average construction cost (2024–2025): \$180,000–\$280,000 per unit (vs. \$450,000+ for new single-family home). ADUs are disproportionately occupied by households earning <80% of area median income and by adults aged 25–34—precisely the demographic currently excluded from traditional homeownership.

Washington State law (HB 1337, fully effective 2025) already requires Clallam County and the City of Sequim to allow at least two ADUs (one attached + one detached) on every single-family lot within urban growth areas, with ministerial (non-discretionary) approval (Washington State Department of Commerce).

## 6. Policy Recommendations for Clallam County and Sequim Zoning Boards

To maximize housing production under the new state mandate:

1. Implement full by-right ministerial approval for up to two ADUs per single-family lot in all urban zones.
2. Eliminate owner-occupancy requirements, minimum lot-size thresholds, and excessive parking mandates (already required by state law).
3. Waive or substantially reduce impact fees and system-development charges for ADUs under 800 sq ft; allow separate utility billing.

4. Partner with local credit unions for low-document ADU loans and publish a library of pre-approved designs to achieve permitting in <30 days.
5. Offer property-tax abatements or additional density bonuses for owners who deed-restrict ADUs at ≤80% AMI rents for 10+ years.

## **7. Conclusion**

The 2025 U.S. housing market continues to price an entire generation out of homeownership. In Clallam County and Sequim, where affordability for median-income households has fallen to 39% and a 978-unit deficit is projected by 2030, the status quo is unsustainable.

Full embrace of Washington's 2025 ADU mandate—combined with the modest additional reforms recommended above—offers a politically viable, fiscally responsible, and rapidly implementable path to hundreds of new affordable units for young adults, essential workers, and aging-in-place seniors, all at virtually no cost to local taxpayers.

Clallam County and the City of Sequim have a rare opportunity to lead the state by removing remaining barriers and incentivizing ADU construction at scale.

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**BOCC Comments**

**Item 3a**

**RV Ordinance**

**Gores, Loni**

---

**From:** Jennifer Murphy <jmurphy898@gmail.com>  
**Sent:** Tuesday, November 25, 2025 7:15 PM  
**To:** Gores, Loni  
**Subject:** Rv Ordinance

Microsoft Word You don't often get email from jmurphy898@gmail.com. [Learn why this is important](#)

I have heard about the recent proposal for an RV Ordinance that limits living in an RV. I personally know 7 people living in RVs. 1 is a retiree on the minimal social security that would be homeless if it was not allowed, two single moms, a family, a single person that is not paid enough for three times the rent as required by most rentals etc. This would be detrimental to the community if imposed. As long as the RVs are not causing a fire, life/safety, or environmental hazard, they should be allowed.

Thank you,  
Jenny Murphy

## Gores, Loni

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, November 26, 2025 8:20 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #8783 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name	Joan
Last Name	Cotta
Email	jcotta@ymail.com
Phone	4082060666
Subject	Extend RVs stays on private property
Comments	Commissions. Please take the limit of time to live in a RV on private property. Of course, the owner would need to provide water and septic/sewer access. We need more housing of all types to shelter out fellow county citizens. Also please do not allow use of these vehicles as short term rentals, as described in an article in today's PDa Thank you

#### Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? [View it in your browser.](#)



## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, November 26, 2025 10:12 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #8784 for Contact the Clerk of the Board

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

### Contact the Clerk of the Board

First Name	Patricia
Last Name	Lauretano
Email	patty.lauretano@gmail.com
Phone	541-647-7068
Subject	RV-ADU Ordinance
Comments	<p>Regarding: Section 33.50.030, Density of ADUs Outside of the urban growth areas, the arbitrary limit for ADUs (permanent purpose-built structures) of 1 per lot seems arbitrary and does not contribute to solving the shortage of long-term rental property in our area. Why does the same limit apply to both ½ acre and 5 acre lots? I understand that you do not want property owners to counter the rural nature of our properties. However, a limit of 1 ADU per acre of the lot would allow maintenance of a rural environment. For example, a ½ or 1 acre lot could have 1 ADU, and a 2-acre lot could have 2, and a 5-acre lot up to 5, and so forth. Of course, these numbers would be limited in many cases by the property characteristics and requirements for water, sewer, setback requirements, parking, etc. The location of the ADUs within the lot should allow the units to be consolidated in one area of the property to allow efficient use of existing infrastructure.</p> <p>Section 33.51.020, Vacation Rentals of ADUs I would also limit each property, regardless of size, to only 1 short-term rental, and require any other ADUs beyond that to be long term rentals, either to family or the greater public. This would prevent the establishment of de facto hotels on rural properties.</p>

Thank you for considering these options.

---

Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

---

Email not displaying correctly? [View it in your browser.](#)



## Gores, Loni

---

**From:** Jacob Seegers <seegers101@gmail.com>  
**Sent:** Wednesday, November 26, 2025 11:54 AM  
**To:** Emery, Bruce  
**Cc:** Gores, Loni; Johnson, Randy; French, Mike; Ozias, Mark; Clark, Donella  
**Subject:** Re: 90-day RV Limit Claim

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thank you for your response, Director Emery.  
Director Emery,

Thank you for your response. Regardless of the interpretation of CCC 33.50.030(2), I appreciate that you and the commissioners have listened to public input and removed RV living limits from the proposed ordinance language. I do, however, have several additional concerns:

### 1. Vacation Rentals & RVs:

It appears that a properly placed RV cannot function as a vacation rental under the proposed language. Is this accurate? If so, what is the justification for prohibiting RVs from being used as permitted vacation rentals when all health and safety requirements can be met? It seems that temporary occupancy is more fitting with the spirit of L&I's definition of RV's and should be a permissible use.

### 2. Limiting Vacation Rentals to One Unit Per Parcel:

Restricting parcels to a single vacation rental unnecessarily limits property rights and may discourage the development of new ADU housing stock. Allowing two vacation rentals per parcel — including rooms — without requiring a B&B permit could increase competition, reduce vacation-rental pricing, and, over time, expand long-term rental availability.

### 3. 30-Day RV Limit in Critical Areas:

The proposed 30-day limit on RV use in critical areas may prevent property owners from enjoying the most scenic and desirable portions of their land during the spring, summer, and fall. Provided that power, sewage, and water systems are properly permitted and compliant, I would encourage the county to extend this limit to 180 days.

### 4. Allowing Two Occupied RVs Per Parcel Without a CUP:

Why not allow two occupied RVs per parcel without requiring a conditional use permit, so long as adequate sewage disposal, power, and water are available? This would expand property-owner flexibility while still preventing unsanctioned RV parks from proliferating.

Thank you for your consideration.

Kind regards,

Jake Seegers  
360-460-2545

On Wed, Nov 26, 2025 at 8:47 AM Emery, Bruce <[Bruce.Emery@clallamcountywa.gov](mailto:Bruce.Emery@clallamcountywa.gov)> wrote:

Good morning, Mr. Seegers,

The arguments you raise are one of the key reasons a code update is needed. The Code is spotty and inconsistent with respect to RV use. Specific to your argument, occupancy of RVs are restricted on parcels containing a home to no more than 90-days consecutive days:

CCC 33.50.030(2) states in part: “Structures described under WAC [296-150R-0020](#) as “temporary living quarters” shall not be permitted or placed under the provisions of this section. If such structures are occupied for a period of 90 or more consecutive calendar days in the same location, such occupation shall be considered a violation of this chapter and subject to enforcement under Clallam County Code.”

To be considered “accessory” and therefore subject to CCC 33.50.030(2), there has to be a residence on the property. For parcels without a home, this section of the Code does not apply and there is no regulatory authority to regulate duration of occupancy for one RV where no residence exists. In all cases, the County’s Environmental Health Division will require that adequate sewage disposal be addressed for occupancies beyond 30 days, under Title 41, CCC and the State Health Code.

The definition under CCC 33.03.010(93) defines RV Parks as follows:

(93) “RV park” means a campground for day use and overnight accommodations by motor homes, travel trailers, truck campers and camping trailers.

Operative in this definition is the use of the plural in describing “motor homes, travel trailers, truck campers and camping trailers.” Although the definition does not clearly state “two or more...” the use of the plural can only mean that occupancy of two or more RVs constitute an RV park. In most rural zoning districts, RV parks are listed as prohibited.

This leaves us with a current regulatory structure that limits RV occupancy to no more than 90 consecutive days if a residence is present, no restriction on occupancy if the property is vacant, the requirement that sewage disposal be addressed if occupancy exceeds 30 days regardless, and a prohibition on occupancy of two or more RVs unless located within an approved RV park.

The current proposal, as directed by the Board of County Commissioners, would allow for no restriction on occupancy (> 30 days) for one RV regardless of whether there's a residence or not, and the allowance of occupancy of a second RV through the conditional use permit process. Based on these facts, the proposed ordinance will allow for an expansion of the use and allow for RVs to be used and rented as an addition to current housing options within a reasonable framework.

I appreciate your consideration and comments on this matter. Your concerns mirror the thought process the DCD staff went through in contemplating proposed amendments on this issue. Please let me know if you have any additional questions. I can be reached at 360-417-2323 or this email.

Sincerely,

Bruce Emery, Director

Clallam County DCD

---

**From:** Jacob Seegers <[seegers101@gmail.com](mailto:seegers101@gmail.com)>

**Sent:** Tuesday, November 25, 2025 4:19 PM

**To:** Emery, Bruce <[Bruce.Emery@clallamcountywa.gov](mailto:Bruce.Emery@clallamcountywa.gov)>; Gores, Loni <[loni.gores@clallamcountywa.gov](mailto:loni.gores@clallamcountywa.gov)>; Johnson, Randy <[randy.johnson@clallamcountywa.gov](mailto:randy.johnson@clallamcountywa.gov)>; French, Mike <[Mike.French@clallamcountywa.gov](mailto:Mike.French@clallamcountywa.gov)>; Ozias, Mark <[mark.ozias@clallamcountywa.gov](mailto:mark.ozias@clallamcountywa.gov)>

**Subject:** 90-day RV Limit Claim

You don't often get email from [seegers101@gmail.com](mailto:seegers101@gmail.com). [Learn why this is important](#)

Director Emery,

During previous presentations and hearings, you never mentioned any pre-existing 90-day limit on RV living. The proposed 180-day cap was repeatedly presented as a *newly restrictive* ordinance tied to L&I's definition of RVs as "temporary dwellings." You made that representation multiple times in public settings.

Now, however, you and the commissioners are asserting that current code already imposes a 90-day limit on RVs. The citation you provided—CCC 33.50.030(2)—does not appear to support that claim. That section clearly refers to **accessory housing units**, not RVs.

Under CCC 33.50.020, accessory housing is specifically defined as:

“Accessory housing includes accessory dwelling units (ADUs), accessory apartments, and caretaker apartments.”

Further, CCC 33.50.030(1) requires all accessory housing to obtain a certificate of occupancy from the Building Official and to post that certificate inside the unit. RVs are regulated and certified by L&I, not by the County Building Official, which strongly suggests that this section **does not apply** to RVs.

You are now relying on CCC 33.50.020(2), which states:

“Structures described under WAC 296-150R-0020 as ‘temporary living quarters’ shall not be permitted or placed under the provisions of this section. If such structures are occupied for a period of 90 or more consecutive calendar days in the same location, such occupation shall be considered a violation of this chapter...”

Because WAC 296-150R-0020 defines RVs as “temporary,” you are interpreting this section to mean RVs cannot be occupied for more than 90 days.

I disagree with this interpretation.

CCC 33.50.020 and 33.50.030 govern **accessory dwelling units**, not recreational vehicles. Section 33.50.030 actually reinforces this distinction by requiring certificates of occupancy for ADUs—certificates RVs are not eligible to receive—which suggests the section is *not meant* to regulate RVs as ADUs.

Your interpretation also creates a circular framework: RVs do not qualify as ADUs, yet you are attempting to regulate them under the ADU section by referencing a clause that explicitly says temporary structures are **not allowed under this section**. If they “shall not be permitted under this section,” it is inconsistent to use this same section as a basis for imposing a 90-day occupancy limit.

Finally, it feels disingenuous to introduce this interpretation retroactively. In multiple public conversations—including at WEBPA in Forks—you, Commissioner French, and attending citizens all discussed the proposed 180-day limit as a **new restriction**. At no point did you assert that a 90-day limit already existed.

The public deserves clear, consistent, and transparent interpretation of county code—especially when proposed ordinances would restrict one of the few remaining affordable housing options in Clallam County.

I continue to oppose the new ordinances as written...they are still restrictive, including the proposed limit of 1 vacation rental per parcel.

Paste below are the county codes cited in this email.

Kind regards,

Jake Seegers

360-460-2545

### 33.50.020

#### Applicability.

Accessory housing units are allowed land uses in all zones where otherwise consistent with the standards of this chapter and the Clallam County Code. Accessory housing includes accessory dwelling units (ADUs), accessory apartments, and caretaker apartments. Accessory housing which conforms to the standards in this chapter shall not be considered to exceed the allowable density for the lot upon which it is located and shall be considered a residential use which is consistent with the comprehensive plan and zoning designation for the lot.

### 33.50.030

#### General requirements.

The requirements listed below apply to all accessory housing:

- (1) Certificate of Occupancy. A certificate of occupancy is required to be obtained from the Building Official and posted within the accessory housing unit. The code inspection required to obtain a certificate of occupancy in an existing structure shall be restricted to the portion of the structure to be occupied by the accessory housing unit and shall apply only to new construction, and not the existing components of the primary dwelling.
  
- (2) Structure Type. Accessory housing units shall not be travel trailers, recreational vehicles, buses, truck storage containers, or similar manufactured units which are not originally intended to be used for permanent residences. Structures described under WAC 296-150R-0020 as “temporary living quarters” shall not be permitted or placed under the provisions of this section. If such structures are occupied for a period of 90 or more consecutive calendar days in the same location, such occupation shall be considered a violation of this chapter and subject to enforcement under Clallam County Code.

## Gores, Loni

---

**From:** Mandy Smith <mandyudub@yahoo.com>  
**Sent:** Wednesday, November 26, 2025 2:02 PM  
**To:** Gores, Loni  
**Subject:** RV Use Ordinance Hands off

SecureMail

You don't often get email from mandyudub@yahoo.com. [Learn why this is important](#)

Hello, I'd like to state my concerns over the RV Use Ordinance. I currently live in a park model THOW, on private property. There is reliable access to water, power, and septic. There are no environmental issues because of the THOW, nor disturbance to neighbors.

The proposed changes to the ordinance are so restrictive, that I would not be allowed to stay in this living situation. Is there a compromise that will protect the environmental and social concerns of the public but still allow people like me to have a place to live?

Thank you, Amanda Fonville

**From:** noreply@civicplus.com  
**Sent:** Wednesday, November 26, 2025 3:35 PM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #8786 for Contact the Clerk of the Board

## Contact the Clerk of the Board

First Name	Alex
Last Name	Wilson
Email	alex.wilson.ax@gmail.com
Phone	4155170345
Subject	Comment on Recreation Vehicle (RV) Proposed Changes
Comments	Dear Board of Commissioners:

Respectfully, I remind the Board of their own definition of "Recreational Vehicle": "'Recreational Vehicle' or 'RV' means a vehicular type unit primarily designed as temporary living quarters for recreational camping, travel, or seasonal use that either has its own motive power or is mounted on, or towed by, another vehicle or as defined by NFPA 1192 Standard on Recreational Vehicles, current edition. Recreational vehicles including but not limited to: camping trailers, fifth-wheel trailers, motor homes, travel trailers, and truck campers (WAC 296-150R-0020)."

Key to this definition is the phrase "temporary living quarters for recreational camping, travel or seasonal use..." Meaning, the intended use of an RV is for "temporary" "recreational" use. It is not meant to be a permanent residence. It is not meant to solve a housing crises. It is not meant to alleviate the lack of affordable entry homes or apartments. It is also not meant to be a residences along the side of the street, or an "ADU" behind someone's home.

Despite the good intentions of some RV owners, RVs themselves are constructed for temporary use. Their plumbing, electrical, roofs, windows, hot water heaters, and so forth are not designed for constant use. Consequently, they breakdown quickly. Many states prohibit landlords from using RVs as rentable homes specifically because they quickly deteriorate

and lead to hazardous living conditions.

Why would we encourage an unsafe "band aid" for a genuine housing crisis? Why would we enable landlords to rent out living quarters to people as "homes", when RVs are by definition designed and built to be temporary, recreational units and are not meant to withstand constant, daily use ad infinitum.

Enabling and extending the use of RVs is a shortsighted solution to a much bigger problem: a need for more housing, including affordable housing. We deserve better solutions: safe permanent homes and residences.

If RVs are truly the only "immediate" solution, then I respectfully request that you create a plan and timeline for phasing out these lacks RV rules, while we build more residence that will be permeant.

Sincerely,  
Alex Wilson  
Port Angeles, WA

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Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

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Email not displaying correctly? [View it in your browser.](#)



## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, November 26, 2025 6:47 PM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #8788 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name	Alice
Last Name	Crapo
Email	slits.bevy-4n@icloud.com
Phone	9707591019
Subject	Rv living
Comments	Thanks for considering this tough issue. I have not read all that is involved and hesitate to comment...but if this helps, I will. I thing living in an RV should nt have a time limit. If someone can live in a small space...wonderful. I do believe they should be warm and not not hurt the environment, have good wast removal, not be on a road or street, but in a place with plumbing, electricity, trash disposal and maybe healthy water. Although, I do support a compostable waste systems. And, not have items outside their RV that are not constructed according to approved porches or storage areas. I am fortunate and keep my property neat and clean. I admire those who make do with smaller spaces, but believe neat, clean and healthy is good for all of us.

#### Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

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## Gores, Loni

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**From:** Steve and Jill Jones <greenacres@olypen.com>  
**Sent:** Friday, November 28, 2025 2:38 PM  
**To:** Gores, Loni  
**Subject:** Recreational Vehicles- Public Comment-  
**Attachments:** 122 Skyline Drive.jpg

[You don't often get email from greenacres@olypen.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

To Whom it May Concern;

We are writing in regards to the proposed RV ordinance.

We ask that you reject this proposed ordinance in the interest of preserving home owner property values and neighborhood safety.

Unfortunately, while many would follow the ordinance there are also many who will not.

In 2002 we built our dream home in Port Angeles and have been active members of our community since. It was a dream until 2020 when the adjoining property next door (122 Skyline Drive Port Angeles) was sold and became essentially a homeless encampment creating safety (CCSO was called 32 times in one year for noise disturbance on the property) and environmental concerns (sewage).  
(Photo attached)

While our assessed property values and taxes continue to rise our dream home and property are now threatened by the multiple RV's, tents, and vehicles residing at 122 Skyline Drive. Despite spending thousands of dollars on additional fencing the resale value of our home is most certainly affected by the living conditions next door.

If the county is not able to ensure compliance with codes currently, how do you expect to ensure compliance going forward?

Please reject the proposed ordinance in the interest of holding our community and our property values to a higher standard.

Thank you for your consideration.

Steve and Jill Jones  
Port Angeles, WA



## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Saturday, November 29, 2025 6:23 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #8790 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name	neil
Last Name	van blaricom
Email	neilvanb@gmail.com
Phone	3604061022
Subject	RV Homes
Comments	Dear commissioners I encourage your yes vote allowing property owners to reside in an RV without time limits. Many people who might afford to buy property, but not homes. The price of homes these days is prohibitive for many. Still requiring sanitation, as sewer or septic systems

#### Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? [View it in your browser.](#)



**Gores, Loni**

---

**From:** Sean Auclair <seantaclair@gmail.com>  
**Sent:** Sunday, November 30, 2025 6:35 PM  
**To:** Gores, Loni  
**Subject:** RV ordinance comments

You don't often get email from seantaclair@gmail.com. [Learn why this is important](#)

Hi Loni,

I am writing to comment on the proposed changes to the county RV ordinance.

The county is 100% responsible for the housing crisis by making new housing too expensive. RV living is one of the last low cost options and I would like the county to remove all restrictions on RV living on rural properties. Leave people alone who are just trying to make a living. The county needs to get out of the way and let people create their own affordable housing options on their land. People in this county are at the breaking point with cost of living and taxes and we do not need any more additional burdens, rules, or restrictions.

Thank you,

Sean

RECEIVED  
CLALLAM CO. COMMISSIONERS

DEC 01 2025

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

November 25, 2025

Re: RV Usage in Clallam County

Dear County Commissioner Ozias,

I am writing to express my concern regarding Clallam County's RV Usage regulations for people who seek to use RVs as their permanent residence on private property. I understand that there are definite misuses of RVs that need to be addressed, especially when they are parked without access to sanitation or without permission on someone's property. However, the complete ban of RV usage as a home when the RV is parked with permission and sanitation access on private property is very concerning.

As you well know, affordable housing is getting more and more difficult to find and some people who currently live in the RV situation cannot afford other housing. If access to this type of home is removed, they have nowhere to go except to the streets. This not only increases our homeless problem, it also increases our sanitation problems as people do not have access to bathrooms. It also removes citizens of this county from safe places to lives of fear and uncertainty.

Please protect the people of Clallam County by allowing responsible use of RVs for permanent homes.

Sincerely,



Darlene Fodge

Clallam County Resident

November 25, 2025

Re: RV Usage in Clallam County

RECEIVED  
CLALLAM CO. COMMISSIONERS

DEC 01 2025

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

Dear County Commissioner Johnson,

I am writing to express my concern regarding Clallam County's RV Usage regulations for people who seek to use RVs as their permanent residence on private property. I understand that there are definite misuses of RVs that need to be addressed, especially when they are parked without access to sanitation or without permission on someone's property. However, the complete ban of RV usage as a home when the RV is parked with permission and sanitation access on private property is very concerning.

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Sincerely,

  
Darlene Fodge  
Clallam County Resident

November 25, 2025

Re: RV Usage in Clallam County

RECEIVED  
CLALLAM CO. COMMISSIONERS  
DEC 01 2025  
1...2...3...A...

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Please protect the people of Clallam County by allowing responsible use of RVs for permanent homes.

Sincerely,



Darlene Fodge

Clallam County Resident

## Gores, Loni

---

**From:** Jacob Seegers <seegers101@gmail.com>  
**Sent:** Tuesday, December 2, 2025 3:38 AM  
**To:** Emery, Bruce  
**Cc:** Gores, Loni; Johnson, Randy; French, Mike; Ozias, Mark; Clark, Donella  
**Subject:** Re: 90-day RV Limit Claim

Director Emery,

I continue to contend that the placement of the 90-day occupancy limit for RV's in CCC 33.50.030 voids its efficacy because it is buried in a section pertaining to ADU's. RV's are by definition not ADU's and cannot be governed as such.

Has CCC 33.50.030 (2) ever been used in Clallam County as an enforcement tool? Have citizens ever been removed from their RV's on private property merely for exceeding what you, as director of DCD, view as an enforceable occupancy limit, when no other violations occurred (e.g. improper sewage disposal, illegal RV parks, improper licensing, etc?).

Has the county had attorneys review the legal enforceability of this ordinance and its placement in the code?

Thank you in advance.

Jake Seegers  
360-460-2545

On Nov 26, 2025, at 11:54 AM, Jacob Seegers <seegers101@gmail.com> wrote:

Thank you for your response, Director Emery.  
Director Emery,

Thank you for your response. Regardless of the interpretation of CCC 33.50.030(2), I appreciate that you and the commissioners have listened to public input and removed RV living limits from the proposed ordinance language. I do, however, have several additional concerns:

### 1. Vacation Rentals & RVs:

It appears that a properly placed RV cannot function as a vacation rental under the proposed language. Is this accurate? If so, what is the justification for prohibiting RVs from being used as permitted vacation rentals when all health and safety requirements can be

met? It seems that temporary occupancy is more fitting with the spirit of L&I's definition of RV's and should be a permissible use.

2. Limiting Vacation Rentals to One Unit Per Parcel:

Restricting parcels to a single vacation rental unnecessarily limits property rights and may discourage the development of new ADU housing stock. Allowing two vacation rentals per parcel — including rooms — without requiring a B&B permit could increase competition, reduce vacation-rental pricing, and, over time, expand long-term rental availability.

3. 30-Day RV Limit in Critical Areas:

The proposed 30-day limit on RV use in critical areas may prevent property owners from enjoying the most scenic and desirable portions of their land during the spring, summer, and fall. Provided that power, sewage, and water systems are properly permitted and compliant, I would encourage the county to extend this limit to 180 days.

4. Allowing Two Occupied RVs Per Parcel Without a CUP:

Why not allow two occupied RVs per parcel without requiring a conditional use permit, so long as adequate sewage disposal, power, and water are available? This would expand property-owner flexibility while still preventing unsanctioned RV parks from proliferating.

Thank you for your consideration.

Kind regards,

Jake Seegers  
360-460-2545

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Good morning, Mr. Seegers,

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To be considered “accessory” and therefore subject to CCC 33.50.030(2), there has to be a residence on the property. For parcels without a home, this section of the Code does not apply and there is no regulatory authority to regulate duration of occupancy for one RV where no residence exists. In all cases, the County’s Environmental Health Division will require that adequate sewage disposal be addressed for occupancies beyond 30 days, under Title 41, CCC and the State Health Code.

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This leaves us with a current regulatory structure that limits RV occupancy to no more than 90 consecutive days if a residence is present, no restriction on occupancy if the property is vacant, the requirement that sewage disposal be addressed if occupancy exceeds 30 days regardless, and a prohibition on occupancy of two or more RVs unless located within an approved RV park.

The current proposal, as directed by the Board of County Commissioners, would allow for no restriction on occupancy (> 30 days) for one RV regardless of whether there’s a residence or not, and the allowance of occupancy of a second RV through the conditional use permit process. Based on these facts, the proposed ordinance will allow for an expansion of the use and allow for RVs to be used and rented as an addition to current housing options within a reasonable framework.

I appreciate your consideration and comments on this matter. Your concerns mirror the thought process the DCD staff went through in contemplating proposed amendments on this issue. Please let me know if you have any additional questions. I can be reached at 360-417-2323 or this email.

Sincerely,

Bruce Emery, Director

Clallam County DCD

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**From:** Jacob Seegers <[seegers101@gmail.com](mailto:seegers101@gmail.com)>

**Sent:** Tuesday, November 25, 2025 4:19 PM

**To:** Emery, Bruce <[Bruce.Emery@clallamcountywa.gov](mailto:Bruce.Emery@clallamcountywa.gov)>; Gores, Loni <[loni.gores@clallamcountywa.gov](mailto:loni.gores@clallamcountywa.gov)>; Johnson, Randy <[randy.johnson@clallamcountywa.gov](mailto:randy.johnson@clallamcountywa.gov)>; French, Mike <[Mike.French@clallamcountywa.gov](mailto:Mike.French@clallamcountywa.gov)>; Ozias, Mark <[mark.ozias@clallamcountywa.gov](mailto:mark.ozias@clallamcountywa.gov)>

**Subject:** 90-day RV Limit Claim

You don't often get email from [seegers101@gmail.com](mailto:seegers101@gmail.com). [Learn why this is important](#)

Director Emery,

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Now, however, you and the commissioners are asserting that current code already imposes a 90-day limit on RVs. The citation you provided—CCC 33.50.030(2)—does not appear to support that claim. That section clearly refers to **accessory housing units**, not RVs.

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You are now relying on CCC 33.50.020(2), which states:

"Structures described under WAC 296-150R-0020 as 'temporary living quarters' shall not be permitted or placed under the provisions of this section. If such structures are occupied for a period

of 90 or more consecutive calendar days in the same location, such occupation shall be considered a violation of this chapter...”

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I disagree with this interpretation.

CCC 33.50.020 and 33.50.030 govern **accessory dwelling units**, not recreational vehicles. Section 33.50.030 actually reinforces this distinction by requiring certificates of occupancy for ADUs—certificates RVs are not eligible to receive—which suggests the section is *not meant* to regulate RVs as ADUs.

Your interpretation also creates a circular framework: RVs do not qualify as ADUs, yet you are attempting to regulate them under the ADU section by referencing a clause that explicitly says temporary structures are **not allowed under this section**. If they “shall not be permitted under this section,” it is inconsistent to use this same section as a basis for imposing a 90-day occupancy limit.

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I continue to oppose the new ordinances as written...they are still restrictive, including the proposed limit of 1 vacation rental per parcel.

Paste below are the county codes cited in this email.

Kind regards,

Jake Seegers

360-460-2545

33.50.020  
Applicability.

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be considered to exceed the allowable density for the lot upon which it is located and shall be considered a residential use which is consistent with the comprehensive plan and zoning designation for the lot.

### 33.50.030

#### General requirements.

The requirements listed below apply to all accessory housing:

- (1) Certificate of Occupancy. A certificate of occupancy is required to be obtained from the Building Official and posted within the accessory housing unit. The code inspection required to obtain a certificate of occupancy in an existing structure shall be restricted to the portion of the structure to be occupied by the accessory housing unit and shall apply only to new construction, and not the existing components of the primary dwelling.
- (2) Structure Type. Accessory housing units shall not be travel trailers, recreational vehicles, buses, truck storage containers, or similar manufactured units which are not originally intended to be used for permanent residences. Structures described under WAC 296-150R-0020 as "temporary living quarters" shall not be permitted or placed under the provisions of this section. If such structures are occupied for a period of 90 or more consecutive calendar days in the same location, such occupation shall be considered a violation of this chapter and subject to enforcement under Clallam County Code.

## Gores, Loni

---

**From:** Emery, Bruce  
**Sent:** Tuesday, December 2, 2025 11:00 AM  
**To:** Gores, Loni  
**Subject:** FW: RV Policy

**From:** Lauralee Matlock <arctic.spinner@yahoo.com>  
**Sent:** Tuesday, December 2, 2025 10:57 AM  
**To:** Emery, Bruce <Bruce.Emery@clallamcountywa.gov>  
**Subject:** RV Policy

You don't often get email from [arctic.spinner@yahoo.com](mailto:arctic.spinner@yahoo.com). [Learn why this is important](#)

Hello,

As a resident of Clallam county and due to housing shortage, moving in requirements (many of which even me and many other homeowners can't meet) I object to the restriction on the 180 day residing in RV rule. I believe the 2 RV rule would be good also.

My neighbors son is living in his RV in his mother's back yard of over an acre. Her son is somewhat autistic, late 20's I'm guessing and works, but doesn't make nearly enough to live, even with a roommate, in the housing around here. His mother also needs his help because she is older with health issues and can't do all the work around the place nor afford to pay someone to do it on her Social Security. They both need their space for obvious reasons, but the current situation works out well for both. What would either do if this law restricting them from this workable option be? I know both of them, and living together would be rough. Would that be another homeless person out on the street? I know they both searched for about two years before they came up with this solution.

I'm sure there are many others in this situation. I know I have been approached several times by traveling nurses and others wanting to park their self contained RV on my property because they can't find a place to stay while working here in Sequim. I see housing going up all over, but I fear most of it will be out of financial range or requirements. Do you know they often require a good credit score, five years past housing info, and the renter has to make three times the monthly rental fee and show they have worked for months at that job before they can get a place? I know this because my sister just got a cheaper apartment in Sequim. It would have required her to make 65,000 per year, which working full time at Walmart she doesn't quite do, but she had enough extra money in the bank they they allowed her in. (That's how I know I wouldn't make the requiremnts!) How is a young person, many who are struggling, supposed to jump those hoops? And surely, they are not going to let the young, the poor, or the mentally slower folks into these brand new rentals they are building.

There could be parameters that would allow some use of living in RVs. Otherwise, we could have so many more folks homeless in our mild winter climate. I'd rather have some RV's or tiny homes in people's yards than more homeless wandering around. Are we so pompous, rich, and uncompromising that we can't allow people to use their own land to share their living space with others who need it? To what end? More homeless? I don't know if my neighbors son would become homeless if he lost the RV option, but I'm pretty damn sure he isn't going to move in with his mom again, therefore rendering him homeless unless some viable options come up.

Thank you,



## Gores, Loni

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**From:** Emery, Bruce  
**Sent:** Wednesday, December 3, 2025 10:43 AM  
**To:** Gores, Loni  
**Subject:** FW: RV Ordinance

RV Use Ordinance comments.

**From:** Sarah <triplesconsultants2025@gmail.com>  
**Sent:** Wednesday, December 3, 2025 10:40 AM  
**To:** French, Mike <Mike.French@clallamcountywa.gov>  
**Cc:** Emery, Bruce <Bruce.Emery@clallamcountywa.gov>; Clark, Donella <donella.clark@clallamcountywa.gov>  
**Subject:** Re: RV Ordinance

You don't often get email from [triplesconsultants2025@gmail.com](mailto:triplesconsultants2025@gmail.com). [Learn why this is important](#)

Subject: Clarification to ensure ordinance language matches intent

Hi Director Emery and Donella,

Thank you both for the explanation. I agree completely that only IBC- or L&I-approved structures can be permitted as dwelling units, and that alternative structures *can* be allowed if they meet those residential codes.

To ensure the proposed ordinance reflects that intent, I wanted to point out a small wording issue that may unintentionally create a conflict:

The current draft prohibits the use of "truck storage containers or similar mobile units" as accessory housing.

This appears to prohibit *any* unit that originated as a storage container, even if it is later brought into full IBC compliance as a dwelling.

Since container homes are already allowed under existing practice when they meet the residential code (as you noted), the prohibition language may unintentionally block a code-compliant container dwelling.

A small adjustment would resolve the inconsistency and preserve the intended standard. For example:

"Accessory housing units must meet IBC or L&I residential standards. Structures originally manufactured as travel trailers, RVs, park models, buses, or storage containers may only be used as ADUs if they are brought into full compliance with applicable residential building codes."

This keeps the RV/dwelling distinction intact while ensuring we are not inadvertently prohibiting a structure that *can* meet IBC in the future.

If helpful, I provided definition-level edits below that keep the ordinance aligned with your stated intent.

Thank you again for the thoughtful review and all the work on this.

Sarah

INSERTION-READY ORDINANCE LANGUAGE

1. Replace the prohibitive sentence with this updated version:

*(This is the core fix.)*

“Accessory housing units must meet applicable International Building Code (IBC) or Washington State Department of Labor & Industries (L&I) residential standards. Structures originally manufactured as recreational vehicles, travel trailers, park models, buses, truck storage containers, or similar mobile units may only be used as accessory housing if they are brought into full compliance with residential building codes through approved plans, permits, and inspections.”

2. Add this clarification sentence to the Definitions section:

*(This protects their stated intent and avoids future misinterpretation.)*

“Nothing in this chapter shall be construed to prohibit the use of alternative construction forms (including but not limited to modified storage containers, modular units, or factory-built structures) as accessory housing units when such structures meet all applicable residential building, fire, health, and safety codes.”

3. Add this optional clarifying statement (recommended):

This prevents accidental prohibition of container homes while still keeping unsafe structures out:

“The origin or prior use of a structure does not determine eligibility as an accessory housing unit; compliance with residential code requirements governs eligibility.”

4. Add this sentence to the Purpose/Intent section:

*(This aligns with Emery’s and Donella’s emailed statements.)*

“It is the intent of this chapter to distinguish temporary-use recreational vehicles from dwelling units while preserving the ability for alternative structures to be permitted as dwellings when they comply with IBC or L&I residential standards.”

On Wed, Dec 3, 2025 at 10:15 AM Sarah <[triplesconsultants2025@gmail.com](mailto:triplesconsultants2025@gmail.com)> wrote:

Thank you, Commissioner French, for bringing this matter to our attention. I also forwarded the same message from the county's meeting portal to Director Emery. The portal doesn't seem to allow multiple shares in the allowed email address slot; thus, separate shares would be required. However, if you

know how to insert multiple email addresses to share one time, I am all ears. If I could be of further assistance in crafting language, please don't hesitate to ask.

On Wed, Dec 3, 2025 at 9:41 AM French, Mike <[Mike.French@clallamcountywa.gov](mailto:Mike.French@clallamcountywa.gov)> wrote:

Hi Bruce and Donella,

I had a constituent propose some changes to the RV ordinance. Would you be able to evaluate these suggestions and respond?

1. Specifically strike or revise the clause that prohibits: “travel trailers, recreational vehicles, buses, truck storage containers, or similar mobile units” from being used as accessory housing. Replace it with performance-based language: Allow any unit that can meet equivalent life-safety, septic, electrical, and habitability standards — even if it is not originally IBC/L&I — to be permitted as an ADU after inspection or retrofit.
2. Add a directive to develop a future code pathway for: Park Model RVs that can meet upgraded safety standards, Container-based housing, Modular/alternative structures, Tiny home conversions.
3. Ensure the resolution does NOT lock the county into a permanent “No” on alternative housing. Right now, the language essentially bans future innovation by putting these structures into a prohibited list rather than a regulated list. Bottom line: They can’t endorse Park Models or containers today under state code — but the resolution can be edited so these units are not automatically illegal forever, and so a pathway can be created.

This might only be applicable in UGAs where we can increase density without violating the GMA, but I think these are reasonable suggestions overall. They actually remind me of Commissioner Ozias's comments at the public hearing about how would we have approached this ordinance from a different perspective (it's a bad paraphrase but maybe you recall what I'm referring to).

***Mike French***

Clallam County Commissioner  
(360) 912-2267

## Gores, Loni

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**From:** Keith Fell <stealthisemail625@gmail.com>  
**Sent:** Wednesday, December 3, 2025 5:21 PM  
**To:** Gores, Loni  
**Subject:** Rv occupancy limits

ALWAYS USE You don't often get email from stealthisemail625@gmail.com. [Learn why this is important](#)

Hello, my name is Keith Fell, I am a registered voter. I firmly believe this revision should pass (allowing longer rv occupancy on private property). I think it will help our homeless problem considerably! I see people all over clallam county living on the side of the road who can't afford the \$1200 a month for an rv park (yes it's true I've checked) many of these people have jobs, going to college, working hard to change there life! I have spoken with many of these people who lose a little hope everyday. I have talked to home owners who are willing to rent a small affordable spot on their property for people like this. We must allow this to happen! I met multiple people who have had there homes (RVs) towed taken because they couldn't afford \$1200 a month + first last deposite just so they could legally live in there own property! This is criminal! These people are now bums on the street, lost there jobs, there families! The current regulations ARE worsening our homeless problem and this revision can be a step in the right direction to ACTUALLY do something about it! Thank you for reading this.

## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, December 23, 2025 8:07 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #8912 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name	Eileen
Last Name	Gieser
Email	eileengieser@gmail.com
Phone	360-452-9106
Subject	RV used as permanent housing
Comments	I think the use of rvs for permanent residences are spoiling the whole area and I see them without permits near old olympic hwy and on Carlsborg road, besides many other locations. This county is too lenient on supporting temporary or vacation structures that make us look like a third world country, and encourage a lot of trashy looking areas.

#### Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? [View it in your browser.](#)



## Gores, Loni

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**From:** web\_Commissioners  
**Sent:** Wednesday, December 24, 2025 11:17 AM  
**To:** Ozias, Mark; Johnson, Randy; French, Mike; Emery, Bruce  
**Cc:** Gores, Loni  
**Subject:** FW: 1/20/26 Code Deliberations- Long-term RV Occupancy

“My email address has changed! The new format is [Loni.Gores@clallamcountywa.gov](mailto:Loni.Gores@clallamcountywa.gov) Please update my contact card as your earliest convenience, Thank you!”

*Loni Gores  
Clerk of the Board  
Commissioners Office  
223 East 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362  
Phone: 360-417-2256*

**From:** Janis Flagg <[janisflagg@gmail.com](mailto:janisflagg@gmail.com)>  
**Sent:** Tuesday, December 23, 2025 1:04 PM  
**To:** web\_Commissioners <[web\\_Commissioners@clallamcountywa.gov](mailto:web_Commissioners@clallamcountywa.gov)>  
**Subject:** 1/20/26 Code Deliberations- Long-term RV Occupancy

You don't often get email from [janisflagg@gmail.com](mailto:janisflagg@gmail.com). [Learn why this is important](#)

Please submit this for the January 20, 2026 continued deliberations. Thank you.

Ambiguous. Who decides what is an “approved” RV park is? Favoritism? Who defines “conditional use?” Are exceptions made for people staying in a location for the convenience while undergoing extended medical treatment or other emergencies? They need to keep in mind and put themselves in the shoes of real people in real situations that are unwanted and unexpected. Will contact the Board of Commissioners even though this doesn't seem like a high-priority issue.

Janis Flagg  
206-604-1908  
Author of “Wedding Planning Unmasked!”  
Available on Amazon

Revealing the knowledge that wedding professionals consider essential for couples planning a wedding.

December 26, 2025

RECEIVED  
CLALLAM CO. COMMISSIONERS  
DEC 30 2025  
1...2...3...A...

To County Commissioners and Community Development,

I have been visiting RV parks for 50 years, but I am writing about an asphalt slab that bears some similarities to a Walmart parking lot and pretends to be an RV/tiny home park in Carlsborg. It is ugly and sometimes an unsafe and unsanitary place, and it insults the community by being conspicuously along highway 101. Please take a minute to read my review.

See exhibit-1. See the red waste-tanks sewer line running on the surface to an inlet in this parking lot. Some RV owners are expert at containing RV waste when attaching and removing their lines, but most are not. Invariably some sewage gets out of control—a few drops maybe, but sometimes a tiny trickle or occasionally even a little puddle. I have even seen gallons accidentally dumped—specifically a few years ago at the John Wayne Marina RV park. And then there are the cases where sewer hoses and fittings tear, freeze and break. The hazards of such sewage lines can diminish for long term RV occupants because they are not being connected and removed often, but this Carlsborg site is not by any proper standard a long-term residency park. In this wrongly County-approved and poorly designed business, sewage escaping from lines can migrate unimpeded to other visitor or resident parking and living spaces, and thereby likely expose people to health hazards. In properly designed RV parks (see exhibit-3), there are grassy, gravel, or earthen areas where escaped waste can be removed, isolated or otherwise distanced from immediate exposure to people and adjoining spaces.

See attachment-2. Some folks are expert at parking RVs, but most are not; and even travel veterans often arrive tired after long drives and consequently end up off-center. Here you see the RV on the right with its stairs running right to the edge of its space. When people step off, they are into someone else's area. The park model/tiny home unit in the middle of the picture has parked too far to one side. The RV at the far left is also well off center, with its slide-out extending into the other space, along with lines on the ground that include trip-hazard water service and hazardous electrical lines. To guide RVs and help keep them better separated, this parking lot should have at least employed double painted stripes spaced well apart. Propane water heaters vent hot exhaust, so RVs need to be distanced from neighbors for that reason. In most situations, there are kids and families around that need basic safety protections, but you can see there are no designated separation strips, zones, or areas that a traveler finds in all reputable and properly designed RV parks.

This Walmart and homeless-encampment look-alike lot—tight against Highway 101 and at a major intersection—is obnoxious and badly designed by a greedy developer who ignored customer needs and focused only on maximizing income for himself. It was approved into existence because public officials were careless, and so they need to make corrections to the facility now.

Signed, A. Rezydent







## Gores, Loni

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**From:** Joan Rudd <joanrudd56@gmail.com>  
**Sent:** Friday, January 2, 2026 12:02 PM  
**To:** Gores, Loni  
**Subject:** County ordinance, re: RVs as homes

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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This is to add my public comment about the upcoming ordinance change regarding the use of RVs as homes and/or ADUs.

With the cost of housing being out of reach for many of our citizens, and the shortage of low income properties, it seems reasonable to allow the use of RVs to help alleviate the issue. I do feel that strict controls should be in place, especially as to water and septic.

I have seen homes where investments in plumbing, septic, electric and a concrete pad, have been made. I see no reason those properties should be restricted from using an RV for extra living space, whether as occasional guest accommodation or to rent out as an ADU.

In the situation of property owners who have not yet built a home and want to live on their own property in an RV either while building, or long term, restrictions as to water and septic should apply. Short term living in that situation with rules about dumping black and grey water appropriately, as in taken to the state park, should be allowed.

In all situations, the number of RVs on any property should be limited unless the property is a licensed RV park.

Violations of proper septic dumping should result in a permanent ban of the right to live in an RV on the property.

Thank you for passing my comments along to the appropriate commissioners.

Joan Rudd  
111 Louella Ridge Dr, Sequim, WA 98382  
425-269-2396.

## Gores, Loni

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**From:** Emery, Bruce  
**Sent:** Friday, January 2, 2026 4:19 PM  
**To:** Gores, Loni  
**Subject:** FW: 90-day RV Limit Claim  
**Attachments:** Lewis\_County\_8-2025.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Public testimony concerning the RV Use Ordinance.

**From:** Jacob Seegers <seegers101@gmail.com>  
**Sent:** Wednesday, December 31, 2025 6:17 AM  
**To:** Emery, Bruce <Bruce.Emery@clallamcountywa.gov>  
**Subject:** Re: 90-day RV Limit Claim

You don't often get email from [seegers101@gmail.com](mailto:seegers101@gmail.com). [Learn why this is important](#)  
Director Emery,

I wanted to follow up on my email from November 26, 2025, below, as I have not yet received a response.

With respect to item #2, I would like to reiterate my request that the county remove the cap on vacation rentals per parcel. **Attached is an example from Lewis County, which eliminated such a cap.** Preserving property-owner flexibility and maintaining incentives to add housing — regardless of classification — increases overall supply. When supply increases while demand remains constant, both short-term and long-term rental pricing decline.

Additionally, I would like to formally express my opposition to any cap or limitation on short-term rentals (STRs) in Clallam County — including within designated UGAs, villages, or small towns. Expanding regulation and undermining property rights is not the path toward improved affordability or housing availability.

Thank you for your time, and Happy New Year.

Kind regards,

Jake Seegers  
360-460-2545

On Wed, Nov 26, 2025 at 11:54 AM Jacob Seegers <[seegers101@gmail.com](mailto:seegers101@gmail.com)> wrote:

Thank you for your response, Director Emery.  
Director Emery,

Thank you for your response. Regardless of the interpretation of CCC 33.50.030(2), I appreciate that you

and the commissioners have listened to public input and removed RV living limits from the proposed ordinance language. I do, however, have several additional concerns:

1. Vacation Rentals & RVs:

It appears that a properly placed RV cannot function as a vacation rental under the proposed language. Is this accurate? If so, what is the justification for prohibiting RVs from being used as permitted vacation rentals when all health and safety requirements can be met? It seems that temporary occupancy is more fitting with the spirit of L&I's definition of RV's and should be a permissible use.

2. Limiting Vacation Rentals to One Unit Per Parcel:

Restricting parcels to a single vacation rental unnecessarily limits property rights and may discourage the development of new ADU housing stock. Allowing two vacation rentals per parcel — including rooms — without requiring a B&B permit could increase competition, reduce vacation-rental pricing, and, over time, expand long-term rental availability.

3. 30-Day RV Limit in Critical Areas:

The proposed 30-day limit on RV use in critical areas may prevent property owners from enjoying the most scenic and desirable portions of their land during the spring, summer, and fall. Provided that power, sewage, and water systems are properly permitted and compliant, I would encourage the county to extend this limit to 180 days.

4. Allowing Two Occupied RVs Per Parcel Without a CUP:

Why not allow two occupied RVs per parcel without requiring a conditional use permit, so long as adequate sewage disposal, power, and water are available? This would expand property-owner flexibility while still preventing unsanctioned RV parks from proliferating.

Thank you for your consideration.

Kind regards,

Jake Seegers  
360-460-2545

On Wed, Nov 26, 2025 at 8:47 AM Emery, Bruce <[Bruce.Emery@clallamcountywa.gov](mailto:Bruce.Emery@clallamcountywa.gov)> wrote:

Good morning, Mr. Seegers,

The arguments you raise are one of the key reasons a code update is needed. The Code is spotty and inconsistent with respect to RV use. Specific to your argument, occupancy of RVs are restricted on parcels containing a home to no more than 90-days consecutive days:

CCC 33.50.030(2) states in part: “Structures described under WAC [296-150R-0020](#) as “temporary living quarters” shall not be permitted or placed under the provisions of this section. If such structures are occupied for a period of 90 or more consecutive calendar days in the

same location, such occupation shall be considered a violation of this chapter and subject to enforcement under Clallam County Code.”

To be considered “accessory” and therefore subject to CCC 33.50.030(2), there has to be a residence on the property. For parcels without a home, this section of the Code does not apply and there is no regulatory authority to regulate duration of occupancy for one RV where no residence exists. In all cases, the County’s Environmental Health Division will require that adequate sewage disposal be addressed for occupancies beyond 30 days, under Title 41, CCC and the State Health Code.

The definition under CCC 33.03.010(93) defines RV Parks as follows:

(93) “RV park” means a campground for day use and overnight accommodations by motor homes, travel trailers, truck campers and camping trailers.

Operative in this definition is the use of the plural in describing “motor homes, travel trailers, truck campers and camping trailers.” Although the definition does not clearly state “two or more...” the use of the plural can only mean that occupancy of two or more RVs constitute an RV park. In most rural zoning districts, RV parks are listed as prohibited.

This leaves us with a current regulatory structure that limits RV occupancy to no more than 90 consecutive days if a residence is present, no restriction on occupancy if the property is vacant, the requirement that sewage disposal be addressed if occupancy exceeds 30 days regardless, and a prohibition on occupancy of two or more RVs unless located within an approved RV park.

The current proposal, as directed by the Board of County Commissioners, would allow for no restriction on occupancy (> 30 days) for one RV regardless of whether there’s a residence or not, and the allowance of occupancy of a second RV through the conditional use permit process. Based on these facts, the proposed ordinance will allow for an expansion of the use and allow for RVs to be used and rented as an addition to current housing options within a reasonable framework.

I appreciate your consideration and comments on this matter. Your concerns mirror the thought process the DCD staff went through in contemplating proposed amendments on this issue. Please let me know if you have any additional questions. I can be reached at 360-417-2323 or this email.

Sincerely,

Bruce Emery, Director

Clallam County DCD

---

**From:** Jacob Seegers <[seegers101@gmail.com](mailto:seegers101@gmail.com)>

**Sent:** Tuesday, November 25, 2025 4:19 PM

**To:** Emery, Bruce <[Bruce.Emery@clallamcountywa.gov](mailto:Bruce.Emery@clallamcountywa.gov)>; Gores, Loni <[loni.gores@clallamcountywa.gov](mailto:loni.gores@clallamcountywa.gov)>; Johnson, Randy <[randy.johnson@clallamcountywa.gov](mailto:randy.johnson@clallamcountywa.gov)>; French, Mike <[Mike.French@clallamcountywa.gov](mailto:Mike.French@clallamcountywa.gov)>; Ozias, Mark <[mark.ozias@clallamcountywa.gov](mailto:mark.ozias@clallamcountywa.gov)>

**Subject:** 90-day RV Limit Claim

You don't often get email from [seegers101@gmail.com](mailto:seegers101@gmail.com). [Learn why this is important](#)

Director Emery,

During previous presentations and hearings, you never mentioned any pre-existing 90-day limit on RV living. The proposed 180-day cap was repeatedly presented as a *newly restrictive* ordinance tied to L&I's definition of RVs as "temporary dwellings." You made that representation multiple times in public settings.

Now, however, you and the commissioners are asserting that current code already imposes a 90-day limit on RVs. The citation you provided—CCC 33.50.030(2)—does not appear to support that claim. That section clearly refers to **accessory housing units**, not RVs.

Under CCC 33.50.020, accessory housing is specifically defined as:

"Accessory housing includes accessory dwelling units (ADUs), accessory apartments, and caretaker apartments."

Further, CCC 33.50.030(1) requires all accessory housing to obtain a certificate of occupancy from the Building Official and to post that certificate inside the unit. RVs are regulated and certified by L&I, not by the County Building Official, which strongly suggests that this section **does not apply** to RVs.

You are now relying on CCC 33.50.020(2), which states:

"Structures described under WAC 296-150R-0020 as 'temporary living quarters' shall not be permitted or placed under the provisions of this section. If such structures are occupied for a period of 90 or more consecutive calendar days in the same location, such occupation shall be considered a violation of this chapter..."

Because WAC 296-150R-0020 defines RVs as "temporary," you are interpreting this section to mean RVs cannot be occupied for more than 90 days.

I disagree with this interpretation.

CCC 33.50.020 and 33.50.030 govern **accessory dwelling units**, not recreational vehicles. Section 33.50.030 actually reinforces this distinction by requiring certificates of occupancy for ADUs—certificates RVs are not eligible to receive—which suggests the section is *not meant* to regulate RVs as ADUs.

Your interpretation also creates a circular framework: RVs do not qualify as ADUs, yet you are attempting to regulate them under the ADU section by referencing a clause that explicitly says temporary structures are **not allowed under this section**. If they “shall not be permitted under this section,” it is inconsistent to use this same section as a basis for imposing a 90-day occupancy limit.

Finally, it feels disingenuous to introduce this interpretation retroactively. In multiple public conversations—including at WEBPA in Forks—you, Commissioner French, and attending citizens all discussed the proposed 180-day limit as a **new restriction**. At no point did you assert that a 90-day limit already existed.

The public deserves clear, consistent, and transparent interpretation of county code—especially when proposed ordinances would restrict one of the few remaining affordable housing options in Clallam County.

I continue to oppose the new ordinances as written...they are still restrictive, including the proposed limit of 1 vacation rental per parcel.

Paste below are the county codes cited in this email.

Kind regards,

Jake Seegers

360-460-2545

33.50.020  
Applicability.

Accessory housing units are allowed land uses in all zones where otherwise consistent with the standards of this chapter and the Clallam County Code. Accessory housing includes accessory dwelling units (ADUs), accessory apartments, and caretaker apartments. Accessory housing which conforms to the standards in this chapter shall not be considered to exceed the allowable density for the lot upon which it is located and shall be considered a residential use which is consistent with the comprehensive plan and zoning designation for the lot.

33.50.030  
General requirements.

The requirements listed below apply to all accessory housing:

(1) Certificate of Occupancy. A certificate of occupancy is required to be obtained from the Building Official and posted within the accessory housing unit. The code inspection required to obtain a certificate of occupancy in an existing structure shall be restricted to the portion of the structure to be occupied by the accessory housing unit and shall apply only to new construction, and not the existing components of the primary dwelling.

(2) Structure Type. Accessory housing units shall not be travel trailers, recreational vehicles, buses, truck storage containers, or similar manufactured units which are not originally intended to be used for permanent residences. Structures described under WAC 296-150R-0020 as “temporary living quarters” shall not be permitted or placed under the provisions of this section. If such structures are occupied for a period of 90 or more consecutive calendar days in the same location, such occupation shall be considered a violation of this chapter and subject to enforcement under Clallam County Code.

# Planning Commission Public Hearing



Community Development • 125 NW Chehalis Avenue, Chehalis, WA 98532 • Phone: (360) 740-1146

## STAFF REPORT

## SHORT TERM RENTAL REGULATIONS

**Date:** August 5, 2025

**Staff:** Mindy Brooks, Director

**Attachments:** A – Revised Proposed Chapter 17.150 Short Term Rentals (LCC)  
B – Revised Proposed Short Term Rental Definition  
C – Short Term Rental Permit Process Concept  
D – Example STR Advisory Committee

## INTRODUCTION AND BACKGROUND

As part of the [Lewis County Comprehensive Plan Periodic Update](#), [development regulations](#) are being amended to address population growth, changes in state law and community priorities. The draft development regulations were the subject of [Planning Commission](#) workshops on May 27, June 10 and June 24. A public hearing on the draft development regulations was held on July 8, continued to July 22 and continued to August 12. The oral and written record is closed and no testimony will be taken at the August 12 continued hearing.

At the July 22 continued hearing, the Planning Commission directed staff to present a revised proposed Chapter 17.105, Short Term Rentals, regulations for consideration. This memo summarizes the Planning Commission's directions to staff. The attachments include the revised proposed Chapter 17.105 and the revised definition of Short Term Rental. It is anticipated that the Commissioners will vote on Attachment A and B at the August 12 hearing. Attachment C and D are for discussion and not subject to a vote but may be included in the Letter of Transmittal for BOCC to consider.

## ISSUES

1. **Permitting.** The Planning Commission supports requiring short-term rentals, countywide, to obtain a permit through the County, which will allow the County to gather local data to better inform future discussions about short-term rentals.
2. **25% Cap.** While there was both support and opposition to a countywide cap, the Commissioners agreed that at this time there is not sufficient local data from which to determine if a cap is necessary and what cap would be appropriate. The Planning Commission directed staff to remove this requirement from the proposed zoning code. They also directed staff to remove the limit on the number of short-term rental units per property, while maintaining that multifamily residential cannot be used for short-term rentals until an incentive is utilized. Please note, three or more

detached rental units on a property would be considered a motel and allowed pursuant to the transient accommodation requirements.

3. Safe Structures. The Planning Commission directed staff to include code language that ensures that short-term rental structures are safe for habitation. Staff have included code language, and also suggest a waiver as presented in Attachment C for non-traditional structures.
4. Water & Septic. The Planning Commission directed staff to maintain the requirements for an approved water source and approved septic, or other wastewater treatment option. The Commissioners also directed staff to maintain the occupancy limits based on septic capacity, for with the standard design capacity is 2 people per bedroom.
5. Parking. While the Commissioners generally agreed that parking standards can be onerous, they also agreed that guest vehicles should be parked on the property, not within the rights-of-way and therefore supported maintaining the parking requirement of one (1) parking spot on site per bedroom.
6. Solid Waste. There was considerable discussion about solid waste management because there isn't service throughout the county. The Planning Commission directed staff to maintain the requirement for service but to allow garbage to be stored in a secure receptacle if service is not available.
7. Annual Renewal. The Planning Commission supported the annual self-certification renewal.
8. Transferable Permit. The Planning Commission directed staff to change the regulations to allow the short-term rental permits to be transferred from one owner to the next.
9. Fees. The Planning Commission asked staff to estimate the fees for a short-term rental permit. If the revised proposed regulations are approved as shown in Attachment A, the fee would be approximately \$150 per permit.
10. Steering Committee. The Planning Commission supported the concept of a steering committee that would work on issues surrounding short term rentals, such as good neighbor agreements, and make recommendations to the County regarding future regulations based on local data. Attachment D is an example from Placer County, California, of Short Term Rental Advisory Committee.

## **RECOMMENDATION**

Staff recommend that the Planning Commission make a recommendation to the Board of County Commissioners. Below is a potential motion or the Commissioner may present their own motion.

*Potential Motion: I move to recommend that the Board of County Commissioners approve the amendments to Lewis County Chapter 17.105 and the definition of Short Term Rental, as presented in Attachment A and B of this memo.*

## **NEXT STEPS**

The Lewis County Comprehensive Plan Periodic Update development regulations, as recommended by the Planning Commission, will be transmitted to the Board of County Commissioners (BOCC) for consideration. The BOCC will hold a public hearing in September, date to be determined, where testimony will be taken. Following testimony and deliberation, the BOCC will make a final decision on the package.

*This is new code.  
It is not underlined for readability.*

## **ATTACHMENT A - Revised Proposed 17.105 SHORT TERM RENTALS**

### **Chapter 17.105 SHORT TERM RENTALS**

Sections:

17.105.010	Purpose
17.105.020	Applicability
17.105.030	Allowance of short-term rentals
17.105.040	Standards
17.105.050	Permit Issuance

#### **17.105.010 Purpose.**

The purpose of this chapter is to ensure that short-term rentals are not having a significant impact on residential housing supply in Lewis County and are operated in a manner that protects public health and safety, while also encouraging the economic benefits of tourism.

#### **17.105.020 Applicability.**

This chapter applies to dwelling units or portions thereof that meet the definition of "short-term rental" in section 17.10.190.

#### **17.105.030 Allowance of short-term rentals.**

Short-term rentals are allowed as described in Chapter 17.42 with the following limitations:

- ~~(1) — Within Urban Growth Area— Small Towns, pursuant to Chapter 17.17 LLC, and Type I LAMIRDS, which is land designated Small Town Mixed Use (STMU), Rural Residential Center (RRC) or Commercial Crossroads (CC) on the official zoning map, no more than 25% of the total existing dwelling units within each separate urban growth area or Type I LAMIRD may be provided as short term rental. Existing dwelling units are determined by land use categories, as updated annually by March 1 by the Lewis County Office of the Assessor.~~
- ~~(2) — Where there are up to two (2) dwelling units on a single parcel, no more than one (1) dwelling may be provided as short term rental. Where there are up to three (3) dwelling units on a single parcel, no more than two (2) dwellings may be provided as short term rental. For the purposes of this subsection, a detached bedroom shall be considered a dwelling unit.~~
- ~~(3) — Where there are four (4) or more dwelling units on a single parcel, no dwelling units may be provided as short term rental, except if the requirements of 17.17.210(1) have been met. For the purposes of this subsection, a detached bedroom shall be considered a dwelling unit.~~

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It is not underlined for readability.*

- (1) The following may be permitted as short-term rentals:
  - (a) Single family residences, accessory dwelling units, duplexes, tiny homes and detached bedrooms.
  - (b) Recreational vehicles and trailers.
  - (c) Yurts and similar structures.
- ~~(4) Short term rentals shall not be operated outdoors, such as a tent or treehouse, except as allowed in an RV park or campground.~~
- ~~(5) Recreational vehicles or yurts shall not be provided as short term rentals except those that are permitted as a residence or as allowed in a RV park or campground.~~
- (2) Multifamily residences shall not be provided as short-term rental, except if the requirements of 17.17.210(1) have been met. Three or more detached residential buildings, recreational vehicles, trailers or yurts located on a single parcel may be approved as a Cabin or Yurt Village, see Chapter 17.42, Table 2, Land Use Summary. Detached bedrooms that are provided as accessory to a primary short-term rental, and not provided as a separate short-term rental for rent, shall not be counted as a standalone short-term rental for the purposes of determining the number of short-term rentals per parcel.
- (63) Short-term rentals shall not be used for commercial events, such as a wedding venue, except properties that meet the requirements of the Lewis County Code as an event center or wedding venue, see Chapter 17.42, Table 2, Land Use Summary.

#### **17.105.040 Standards.**

- (1) The owner or legal representative shall obtain a short-term rental permit from Lewis County Department of Community Development. Permits shall be renewed annually.
- ~~(2) The short-term rental shall obtain a building permit as a residence, pursuant to Title 15 LCC.~~
- (32) The maximum occupancy shall be no more than two (2) guests per bedroom plus three (3) additional guests, or maximum occupancy shall be based on the design capacity of the approved on-site septic system, whichever is greater. The number of bedrooms is determined by the approved building permit for the structure. A guest is a person over two (2) years of age.
- (43) A minimum of one (1) on-site parking space per bedroom or unit shall be provided.
- ~~(5) The property address shall be posted so it is clearly visible from the road.~~

## Commentary

- ~~(6) — The name and phone number of the local property representative, who can be reached 24 hours per day, shall be posted so it is clearly visible from the road. Local means within Lewis County.~~
- ~~(74) Solid waste service shall be provided, or garbage shall be stored in completely enclosed and secured receptacles ~~and shall be stored indoors.~~~~
- ~~(5) — Information shall be provided to all guests regarding current local burn restrictions.~~
- ~~(8) — A sign shall be posted conspicuously inside the short-term rental with the following information:~~
- ~~(a) — The unified business identification number and the Lewis County short-term rental permit number.~~
  - ~~(b) — Name, address and phone number of the property owner and agent(s) authorized to act on the property owner's behalf.~~
  - ~~(c) — A map of the property boundary, indicating access points, adjacent private property or common areas, and any easements, including access easements to shorelines.~~
  - ~~(d) — A floor plan indicating location of fire extinguishers and all exits.~~
  - ~~(e) — Instructions regarding waste collection and removal.~~
  - ~~(f) — Posted quiet times starting no later than 10:00PM and ending no earlier than 7:00AM.~~
  - ~~(g) — The statement "Occupants shall follow all local burn restrictions."~~

### 17.105.050 Permit issuance.

- (1) The short-term rental permit shall be processed as a Type I application.
- ~~(a) — All short-term rental owners that obtain a permit prior to December 31, 2025 shall be vested and not subject to the limitations of 17.105.030(1), unless the permit is revoked or relinquished.~~
  - ~~(b) — After January 1, 2026, new short-term rental permits shall be issued on a first come, first served basis.~~
- (2) To obtain a permit, the property owner or agent authorized to act on the property owner's behalf shall demonstrate that all of the following are met:
- (a) The standards listed subsection 17.105.040.

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*It is not underlined for readability.*

- ~~(a) There are working smoke and carbon monoxide detectors and properly maintained and charged fire extinguisher on the premises.~~
  - (b) If the short term rental is a residential building, a certificate of occupancy, an approved building permit or an inspection completed within the previous three (3) years by a qualified professional is required.
  - (c) There is a permitted and properly functioning septic system, sewer connection or other legally permitted wastewater treatment system (e.g., incinerator toilet).
  - (ed) There is an approved water source that meets minimum potable water standards.
  - ~~(de) There is solid waste collection during all months the dwelling unit or portion thereof is provided as short-term rental.~~
  - (ef) Proof of paid taxes and fees associated with the property.
  - (fg) Valid liability insurance of one million dollars or more that covers the use of the short-term rental unit as required by RCW 64.37.050.
- (3) Any short-term rental permit shall be renewed annually based on the permit issuance date. Failure to renew a permit within ~~six (6) months~~ one (1) year of the permit renewal deadline shall result in automatic revocation of the permit.
- ~~(3) Any permit issued pursuant to this section is non-transferable; transfer of property to a different owner shall require application for a new short-term rental permit.~~
- (4) A property owner may voluntarily relinquish a short-term rental permit upon written 30-day notice to the Lewis County Department of Community Development and shall cease all short-term rental operations on the subject property following affirmation of the permit revocation from the County.
- (5) Beginning on July 1, 2026, Failure to obtain and maintain a short-term rental permit, including meeting the standards of subsection 17.105.040 and 17.105.050, shall be processed as a code violation pursuant to Chapter 1.20.

## ATTACHMENT B - Revised Proposed Short Term Rental Definition

"Short term rental" means a lodging use, that is not a hotel, motel or bed and breakfast, in which a dwelling unit, or portion thereof, is offered or provided to a guest for a fee for fewer than thirty (30) consecutive nights ~~and for no more than 180 days during a calendar year~~. "Short-term rental" does not include the following:

- (i) An owner-occupied dwelling unit within which no more than three (3) individual rooms are rented at any time.
- (ii) A dwelling that is rented on a month-by-month basis where the renter is required to sign a full month lease.
- (iii) A dwelling unit, or portion thereof, that is operated by an organization or government entity that is registered as a charitable organization with the secretary of state, state of Washington, or is classified by the federal internal revenue service as a public charity or a private foundation, and provides temporary housing to individuals Certified on 7/12/2024 Combined Chapter 64.37 RCW Page 1 who are being treated for trauma, injury, or disease, or their family members.

## **ATTACHMENT C – Short Term Rental Permit Process Concept**

This is a draft concept for a Short Term Rental permit application with Lewis County. The intent of sharing this is to show how some of the concerns raised by the community and Planning Commission could be addressed through the permitting process, rather than in the zoning code. This is not the final permit process and may change before an application is finalized and implemented.

### **Application Basic information**

- Owner Name
- Owner Address
- Owner Phone Number
- Owner Email
- Legal Representative, if different than Owner
- State UBI Number
- Site Address
- Tax Parcel Number(s)
- Number of short-term rentals on the parcel
- Total Number of Bedrooms (including all STRs on the parcel)
- Occupancy limit based on number of bedrooms

### **Information required to be submitted with the application**

- If the short-term rental is a residential structure, such as a house, tiny home, cabin, accessory dwelling unit, duplex, detached bedroom, Park Model RV or yurt, proof of a certificate of occupancy or approved building permit.
  - If a c/o or building permit is not available, then there will be two options:
    - Have an inspection completed by a qualified professional that verifies that the structure is safe for habitation, or
    - Owner or legal representative could sign a waiver that they certify that the structure is safe for habitation and hold-harmless the County for said residential structure(s).
- If the short-term rental is not a residential structure, such as a vintage trailer, the above two options would be available – inspection as a non-residential structure or waiver.
- Proof of an approved water source. If the owner has a c/o or building permit through the County, this information will be in the system already.
- Proof of an approved septic system, connection to a municipal sewer system or other approved wastewater treatment option. If the owner has a c/o or building permit through the County, this information will be in the system already.
- Site plan showing parking space(s)
- Proof of solid waste collection services or acknowledgement that garbage must be stored in a secure receptacle.

- Acknowledgement that current local burn restrictions must be provided to all guests.
- Proof of paid taxes
- Proof of insurance required by RCW 64-37-050

**Guidelines**  
Placer County Short Term Rental  
Advisory Group

**1. Purpose:**

Placer County established the Placer County Short Term Rental (STR) Advisory Group (herein referred to as “Advisory Group”) to support the County’s desire to apply continuous learning and adaptive management principles to its STR ordinance consistent with the direction given by the Board of Supervisors. The Advisory Group’s purpose is to provide ongoing feedback to Placer County Tahoe staff leadership on the performance of the STR ordinance and input for improving the efficiency and effectiveness of the STR program. The Advisory Group shall assist the County in analyzing data and statistical performance measures, as well as help the County identify new issues or concerns based on anecdotal experience. The Advisory Group shall represent business, resident, community, and environmental interests to ensure the STR program balances economic, community, and environmental priorities.

**2. Goals:**

- A. Monitoring and Assessment:** The Advisory Group will collaborate with County staff to develop a set of data and performance metrics that will be consistently tracked and reported to the Advisory Group and Board of Supervisors. The Advisory Group will seek to develop performance measures that track both quantitative metrics and qualitative measures of STR performance. The Advisory Group will coordinate with County staff in utilizing the performance measures to assess the impact on STR permit holders; local residents and neighborhoods; County staff and resources; visitors; area businesses and the economy; and the environment.
- B. Experience Reporting:** In addition to quantitative and qualitative performance measures, Advisory Group members will provide feedback based on the direct experiences of the constituencies they represent. Advisory Group members will be provided a dedicated time for such reporting at each meeting and encouraged to provide ongoing reporting to County staff in between meetings.
- C. Implementation Input:** Within the scope of STR ordinance as it exists at any given time, provide input to County staff on its implementation and enforcement activities and suggest improvements. County staff will keep a dynamic list of this input with actions / options to be considered.
- D. Ordinance Revisions:** Assist County staff in the development of ordinance revisions for consideration by the Board of Supervisors aimed at improving the effectiveness and efficiency of the STR ordinance to meet current and future community needs.
- E. Responsibility to Constituency:** Advisory Group members shall regularly interact with their constituencies so that they can accurately reflect to the Advisory Group the viewpoints and opinions of those they represent.

### 3. Membership

The Advisory Group shall consist of Industry Members and Community Members and Safety Professionals. Industry Members are defined as those members who conduct business activity in the STR market (owners/licensees, managers/management firms) or represent those who conduct business activity in the STR market (business associations). Community Members are defined as those members who do not conduct business activity in the STR market. Within these three categories, Advisory Group members shall represent the following:

- Industry Members
  - Current STR permit holders (2)
  - Professional property managers / management firms (2)
  - Business Association member (2)
- Community Members
  - East County residents who are not an STR permit holder or manager (2)
  - Homeowner Association member (1)
  - Hotelier that does not operate STRs (1)
  - Housing representative (2)
  - Environmental member (1)
- Safety Professionals (non-voting)
  - Fire District representative (1)

### 4. Terms of Service

- A. Each Advisory Group member will serve a term of two-years.
- B. Members may be re-appointed for an additional term.
- C. Meetings will be held quarterly or as determined needed by County staff. Meetings will be conducted in-person whenever possible, but may be conducted virtually.

### 5. Roles and Responsibilities:

- A. **Group Leader:** Elected based on majority vote from among the members for a one-year term. They are responsible for Advisory Group deliberations being balanced with all viewpoints heard and providing input on the content of the meeting agenda. The Group Leader shall also be responsible for oversight of communications regarding Advisory Group decisions and outcomes. The initial Group Leader may be an Industry Member or a Community Member. After the initial election, the Group Leader role must rotate between Industry Members and Community Members each year.
- B. **Deputy Leader:** Elected based on majority vote from among the members for a one-year term. The Deputy Leader must be elected from the other membership category from the Group Leader. For example, if the Group Leader is an Industry Member, the Deputy Leader must be a Community Member. The Deputy Leader will be involved in all matters of the Advisory Group where the Group Leader is involved. In the absence of the Leader, they are responsible for Advisory Group deliberations being balanced with all viewpoints heard and

providing input on the content of the meeting agenda as well as oversight of communications regarding Advisory Group decisions and outcomes.

- C. **Members:** Attend all meetings, actively participate in discussions on behalf of their constituency according to the ground rules, and assist in forming recommendations and reaching consensus.
- D. **County staff:** Provide input towards the finalization of the meeting agenda, regularly provide information and updates, produce and present performance data and analysis, and provide technical assistance. Facilitate communications with the Advisory Group.
- E. **County consultants (optional):** Provide day-of meeting facilitation in coordination with the Group Leader and/or Deputy Leader and County staff, perform record keeping, and general meeting support to the Advisory Group.

## 6. Decision-making:

- A. **Decision by consensus the goal:** To the extent practicable, the Advisory Group shall seek to reach a consensus viewpoint through dialogue and will utilize a consensus-based approach for resolving issues, making decisions and forming recommendations. In order to reach consensus, Advisory Group members may develop and utilize a scale to denote levels of agreement with or opposition to issues or proposals, such as that noted below:

### Consensus Gauge:

1. Proposed decision is fully acceptable. Support the Advisory Group's recommendation.
  2. Proposed decision is acceptable with minor reservations. Support the Advisory Group's recommendation.
  3. Proposed decision is acceptable, even with major reservations, but it is currently the best available decision. Support the Advisory Group's recommendation.
  4. Stand aside / abstain: Will not block but cannot provide support.
  5. Cannot live with the decision. (Member expected to offer a feasible and appropriate alternative.)
- B. **Super Majority vote:** For matters where consensus is not reached or further clarity from the Advisory Group is required, the Group Leader (or Deputy Leader if the Leader is absent) may call for a vote of Advisory Group members present. A two-thirds super majority of those members present (66% plus one) shall be required for the Advisory Group to render a decision. Items requiring a vote of the Advisory Group shall be noted in advance on the agenda. Items that arise during a meeting that require a vote of the Advisory Group will be voted on at the next meeting.
  - C. **Minority opinion:** To the extent there is a divergence of opinion on a matter represented by not less than one-fourth of Advisory Group members present, these members on their own initiative may compose a minority opinion letter that will be included as part of the staff report package to the Board of Supervisors.

- D. **Absentee voting:** Advisory Group members are expected to attend all meetings. Only members who cast their vote during a Advisory Group meeting shall have their vote recognized as part of the meeting proceedings. An exception may be granted under special circumstances as determined by the Leader (Deputy leader if Group leader absent) or County staff.

## 7. **Authority**

The Advisory Group is not a committee of the Board of Supervisors. Actions or votes by the Advisory Group are advisory in nature and not binding on County staff or the Board of Supervisors.

## 8. **Ground Rules and Expectations**

### A. **Ground Rules:**

- **Show up on time and come prepared:** Be prompt in arriving to the meeting and in returning from breaks. Be prepared to contribute to achieving the meeting goals. Come to the meeting with a positive attitude.
- **Stay mentally and physically present:** Please place mobile devices on silent and don't attend to non-meeting business during the meeting.
- **Let everyone participate:** Share time so that all can participate. Be patient when listening to others speak and don't interrupt or have side conversations. Respect each other's thinking and value everyone's contributions.
- **Listen with an open mind:** Stay open to different viewpoints than your own and listen closely to what the speaker intends. You can respect another person's point of view without needing to agree or disagree with them.
- **Think before speaking:** Seek first to understand, then to be understood. Avoid using acronyms or phrases that can be confusing or be misunderstood. Where possible, use facts and evidence to support your point of view.
- **Challenge the idea, not the person:** Casting Judgement or blame is counterproductive. However, the respectful clash of ideas can yield new insights and perspectives, aiding group understanding and problem-solving.

### B. **What Advisory Group Members can Expect:**

- **A clear agenda:** Meeting objectives and topics shall be set before the meeting.
- **Advanced copies of materials:** Members shall receive advanced copies of the agenda and related materials not less than five (5) business days prior to the meeting.
- **Member participation:** All members will be encouraged to contribute their ideas and perspectives. Effort will be made so that no one member dominates the conversation at

the expense of others. To the extent topics are raised by Advisory Group members that are not on the agenda, this will be noted for potential discussion at a future meeting.

- **A meeting summary:** A recap of key decisions, outcomes, action items with owners and timeline will be communicated to members within several days of of an Advisory Group meeting.

## 9. Member participation

- a. **Attendance:** Full and regular attendance is necessary to carry out the purpose of the Advisory Group. Members are granted one (1) meeting “pass” during a calendar year to be used for unforeseen or extraordinary circumstances. This absence shall be excused if ample notification is given to the Group Leader (Deputy Leader if the Group Leader is absent), and County staff. Two or more absences during a calendar year are grounds for member removal.
- b. **Resignation:** A member wishing to voluntarily resign must submit their resignation in writing to the Group Leader (Deputy Leader if Group Leader absent) and County staff, whether electronic or hard copy, and this action will be noted in the the minutes of the next Advisory Group meeting. A replacement shall be sought to fill the unexpired term as soon as possible via stakeholder outreach and the application process outlined above.
- c. **Removal for non-engagement or misconduct:** Should a member fail to engage in Advisory Group meetings or activity, act in a manner contrary to the provisions contained in this charter, or otherwise disrupt or impede the business of the Advisory Group, said member shall receive a warning and corrective action will be sought. Should evidence of non-engagement or misconduct continue after the warning, said member will be notified in writing that their membership in the Advisory Group has been revoked. A replacement shall be sought to fill the unexpired term as soon as possible via stakeholder outreach and the application process outlined above. Removal decisions will be made by the Group Leader, Deputy Leader, and County Staff.

## 10. Role of Community Members not part of the Advisory Group membership

- a. **Preferred Method of Input:** The preferred method for community input is to contact the Advisory Group member who most closely reflects your point of view so that Advisory Group members effectively represent the viewpoints of their constituency.
- b. **Time Set Aside on the Agenda:** For residents not on the Advisory Group interested in contributing to the improvement of the STR ordinance, time will be set aside on each agenda for non-member input. Meetings shall be open to the public. Meeting dates and times will be posted on Placer County’s website.

## 11. Advisory Group Duration:

- a. **Term:** The Advisory Group will operate for an initial period of three-years, after which its effectiveness will be evaluated. If deemed necessary, the Advisory Group’s duration may be extended by decision of the County Executive’s Office.

- b. Possible Disolution:** With consideration of the mission and purpose of the STR advisory group, the County may elect to dissolve the group at a time that the purpose has been fulfilled or limited staffing resources are determined to be needed to address other regional priorities. Notice would be given to each Advisory Member by the County well in advance.

## **12. Amendment to the Guidelines**

These guidelines may be amended with the approval of a majority of the Committee members and the subsequent approval of the County Executive's Office.

## Gores, Loni

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**From:** Jillian Jenkins <jej0821@hotmail.com>  
**Sent:** Sunday, January 4, 2026 8:32 AM  
**To:** Gores, Loni  
**Subject:** comment on the proposed amendments

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Microsoft Word You don't often get email from jej0821@hotmail.com. [Learn why this is important](#)

Dear Board of Commissioners,

Thank you for the opportunity to comment on the proposed amendments to Title 33 Zoning, the Recreational Vehicle ordinance, and the related Planning and Building Division fee schedule changes.

I want to begin by acknowledging that I understand—and share—the County’s goals around housing availability, neighborhood stability, and equitable land-use planning. I am a community-minded resident who believes strongly in thoughtful regulation. However, I am deeply concerned that the proposed ordinances, as currently written, will not solve the underlying issues and may instead cause significant unintended harm.

Clallam County is already facing a short supply of housing. Restrictive changes to accessory housing, RV use, and vacation rentals do not increase long-term housing stock. Instead, they reduce flexibility for homeowners and remove existing lodging options from an already constrained market. In a supply-limited environment, restrictions tend to drive prices up, not down—further harming residents and the local workforce.

I am a dual homeowner in Port Angeles, and I live and work in this community. From that perspective, I want to highlight how these changes would impact not just property owners, but an entire network of local small businesses that depend on responsible, locally owned vacation rentals and seasonal housing.

Vacation rental owners themselves are often local residents, not large investors. Beyond that, these properties directly support:

- Local cleaning companies
- Small lawn care and landscaping businesses
- Independent maintenance and repair contractors
- Local tradespeople (plumbers, electricians, handymen)
- Local suppliers and service providers

These are small, locally owned businesses that circulate money within the community year-round. Restricting vacation rentals and increasing regulatory fees reduces demand for their services and threatens livelihoods—particularly in a region where economic opportunities are already limited.

At the same time, these restrictions disproportionately benefit large corporate lodging operators, such as national hotel chains (e.g., Red Lion and similar entities), who are far better positioned to absorb regulatory costs and capture displaced demand. This creates an uneven playing field where local residents and small businesses lose, while large corporations gain market share.

There are also broader impacts to tourism access. RV use and short-term rentals provide more affordable lodging options for families, retirees, and outdoor enthusiasts. Limiting these options does not eliminate tourism—it shifts it elsewhere or concentrates it in higher-cost accommodations, reducing access and equity while shrinking local economic activity.

Finally, the proposed increases to Planning and Building Division fees risk discouraging compliance and investment. Higher fees often delay improvements, reduce permitting, and make it harder—not easier—to maintain safe, well-managed housing and lodging options.

I respectfully urge the Board to reconsider these ordinances as written and pursue a more balanced, data-driven approach that:

- Acknowledges the existing housing supply shortage
- Supports local homeowners and workforce sustainability
- Protects small, locally owned businesses across the service ecosystem
- Avoids consolidating economic benefit into large corporate entities
- Focuses on increasing supply and compliance rather than restricting use

I appreciate the complexity of these issues and the work the Board is doing. I hope you will consider adjustments that truly address housing and community needs without unintentionally harming the residents and small businesses that make Clallam County thrive.

Respectfully,

Jillian Jenkins  
Port Angeles, WA

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**Gores, Loni**

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 6, 2026 10:19 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #8988 for Contact the Clerk of the Board

## Contact the Clerk of the Board

First Name	David
Last Name	Brownell
Email	brownell.david@gmail.com
Phone	9544654799
Subject	Comment on Proposed Change to RV Occupancy Rules
Comments	I support the proposed changes as a common sense measure to help alleviate our county's housing crisis.

### Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? [View it in your browser.](#)



## Gores, Loni

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**From:** Matt Kiddle <akrider@gmail.com>  
**Sent:** Tuesday, January 6, 2026 1:27 PM  
**To:** Gores, Loni; Emery, Bruce  
**Subject:** STR concern

Please include my attached letter in your public opinion for your Jan 20th meeting  
I am happy to answer any questions



Dear Commissioners, STR letter

--  
Matt Kiddle, PA-C

Re: Potential Restrictions of STRs

Dear Commissioners,

I write to strongly oppose any proposal to impose restrictive regulations or de facto bans on short-term rentals (STRs) in Clallam County. The experience in the *City of Port Angeles* demonstrates that such policies do not solve housing problems, instead generating economic damage, reducing housing flexibility, and stripping revenue from our community.

1. STRs comprise a very small fraction of housing stock yet contribute significantly to local tax revenue.

In Port Angeles, there were roughly 234 short-term rentals operating, representing about 2–3 % of the city's housing stock. Yet STRs generated a substantial portion of lodging tax revenue — approximately \$420,000 projected in 2023, with STRs in residential zones alone producing around \$336,000 of that total, and about 30 % of the city's overall lodging tax coming from STRs.

Restricting STRs would not merely impact absentee owners; it would erode a stable county revenue source that supports services relied on by all residents.

2. Restrictive regulation in Port Angeles has already reduced inventory and hurt local businesses.

After new licensing, inspection, and cap provisions were enacted, enforcement began in late 2024, and by late 2025 *anecdotally* between 22 and 92 units have not transitioned into the new regulatory regime and effectively dropped out of the STR market.

Local service businesses that rely on STR activity — cleaners, maintenance services, yard care, and related work — have already experienced declines in income. One cleaning business owner reported a loss of at least half of her regular clients, threatening her ability to support her family.

3. Supposed housing benefits from STR regulation have not materialized and may be illusory.

Port Angeles' own planning discussion notes that many homes formerly used as STRs sold at average prices near \$495,000, well above what would be considered *affordable* housing. This underscores a critical point: removing a short-term lodging use does not magically convert units into affordable long-term housing, because local rents and sale prices remain high and constrained by broader market forces far beyond STR presence.

Additionally, only a *fraction* of STR owners ever choose to convert to long-term rentals given the risks and regulatory environment of long-term tenancy in Washington; forcing them out of STR may simply push properties into vacancy or sales rather than into meaningful workforce housing.

4. Tourism and economic activity suffer when STR capacity contracts.

Port Angeles tourism officials have noted that reduced STR inventory is already softening lodging tax growth compared with surrounding areas. Through mid-2024, Port Angeles lodging tax receipts were tracking flat to down, while the rest of Clallam County saw stronger increases. STRs serve as de facto lodging for families, events, and workers that hotels cannot efficiently house, particularly in shoulder seasons where hotel capacity is low.

5. Policy responses should be grounded in data, not punitive measures that punish small property owners.

In Port Angeles, a majority of STR units were *not* compliant with previous zoning rules — roughly 185 of 234 — not because they were causing measurable harm, but because zoning frameworks had been outdated and enforcement inconsistent. A regulatory crackdown on non-compliant units does nothing to expand overall housing stock, it merely funnels owners into costly licensing and approval processes, or out of the market entirely.

It is also implausible that heavy-handed STR regulation in a rural county like ours will materially improve housing affordability given that STRs represent a very small share of total units. Policies that genuinely increase supply — such as reducing development barriers, incentivizing new construction, or subsidizing workforce housing — will have far greater impact than reducing STR numbers by a handful of percentage points.

Conclusion:

Clallam County should reject calls for restrictive STR regulation that mimic Port Angeles's flawed approach. The evidence shows that such regulation:

- reduces lodging inventory,
- depresses local tax revenue,
- harms service-sector livelihoods,
- does not translate to affordable housing gains,
- risks undermining our local tourism economy.
- And most importantly would severely impact local families that utilize STR revenue to help stay afloat

I urge the Board to focus instead on data-driven housing strategies that expand supply and improve affordability without sacrificing the economic contributions of short-term rentals.

Respectfully,

Matt Kiddle

I can be contacted at anytime at [akrider@gmail.com](mailto:akrider@gmail.com)

## Gores, Loni

---

**From:** Kathryn MacGeraghty <kmacgera@gmail.com>  
**Sent:** Tuesday, January 6, 2026 2:42 PM  
**To:** Gores, Loni  
**Subject:** Short term rentals, RV's and Tiny Homes

You don't often get email from kmacgera@gmail.com. [Learn why this is important](#)

Dear Loni,

I live in the county, and do not have a problem with any of these things on private land. I wish the county could focus on problems like crime, drug addiction and tent cities.

It's a little hypocritical to be shutting down people's last gasp for affordable housing, yet wring one's hands about the homeless problem, don't you think? And it's shameful that 4PA is the only entity doing something positive about it.

*Sincerely,*

*Kathryn MacGeraghty  
164 Creekside Dr, Sequim WA*

January 6, 2026

Mike French  
Suite 4, 223 E. 4th Street  
Port Angeles, WA. 98362

RE: RV Policy Changes

Mr. French,

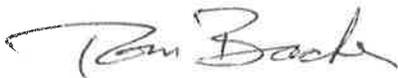
I'm writing about the changes that are being considered concerning the number of Recreational Vehicles allowed on a single property in Clallam County.

I believe allowing more than one RV on a property is a very bad idea. In addition to the problems that could result from overloaded septic systems and increased vehicular traffic; multiple RV's on a property would radically change a neighborhood from semi-rural to a higher-density housing area.

I hope that the Commissioners will limit the number of RV's per property so that residents who have purchased or built a single-family residence on one or more acres will be able to continue to live in areas that are more rural and quiet than higher density sites, similar to within city limits. I think that the only people that are in favor of multiple RV's on a single property are people who would profit from it.

**Perhaps a compromise would be to allow one RV occupied for a period longer than 90 days, rather than increasing the number of RV's on a property.**

Thank you,



Tom Backe  
148 Lois Lane  
Sequim, WA. 98382  
360-582-9409

RECEIVED  
CLALLAM CO. COMMISSIONERS

JAN 12 2026

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

January 6, 2026

Mark Ozias  
Suite 4, 223 E. 4th Street  
Port Angeles, WA. 98362

RE: RV Policy Changes

Mr. Ozias,

I'm writing about the changes that are being considered concerning the number of Recreational Vehicles allowed on a single property in Clallam County.

I believe allowing more than one RV on a property is a very bad idea. In addition to the problems that could result from overloaded septic systems and increased vehicular traffic; multiple RV's on a property would radically change a neighborhood from semi-rural to a higher-density housing area.

I hope that the Commissioners will limit the number of RV's per property so that residents who have purchased or built a single-family residence on one or more acres will be able to continue to live in areas that are more rural and quiet than higher density sites, similar to within city limits. I think that the only people that are in favor of multiple RV's on a single property are people who would profit from it.

**Perhaps a compromise would be to allow one RV occupied for a period longer than 90 days, rather than increasing the number of RV's on a property.**

Thank you,



Tom Backe  
148 Lois Lane  
Sequim, WA. 98382  
360-582-9409

RECEIVED  
CLALLAM CO. COMMISSIONERS

JAN 12 2026

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

January 6, 2026

RECEIVED  
CLALLAM CO. COMMISSIONERS

JAN 12 2026

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

Randy Johnson  
Suite 4, 223 E. 4th Street  
Port Angeles, WA. 98362

RE: RV Policy Changes

Mr. Johnson,

I'm writing about the changes that are being considered concerning the number of Recreational Vehicles allowed on a single property in Clallam County.

I believe allowing more than one RV on a property is a very bad idea. In addition to the problems that could result from overloaded septic systems and increased vehicular traffic; multiple RV's on a property would radically change a neighborhood from semi-rural to a higher-density housing area.

I hope that the Commissioners will limit the number of RV's per property so that residents who have purchased or built a single-family residence on one or more acres will be able to continue to live in areas that are more rural and quiet than higher density sites, similar to within city limits. I think that the only people that are in favor of multiple RV's on a single property are people who would profit from it.

**Perhaps a compromise would be to allow one RV occupied for a period longer than 90 days, rather than increasing the number of RV's on a property.**

Thank you,



Tom Backe  
148 Lois Lane  
Sequim, WA. 98382  
360-582-9409

## Gores, Loni

---

**From:** Janet Rogatz <j.rogatz@sbcglobal.net>  
**Sent:** Tuesday, January 13, 2026 9:56 AM  
**To:** Gores, Loni  
**Subject:** YES- Require Health, Safety & Welfare Regulations for RV's on properties in Clallam County

Dear Loni-

thank you for sharing my stance with regards to RV's as residences, on properties in Clallam County.

For the same reason that there are Building Codes, RVs used as residences, and/or as permanent fixtures on a site, must address Health, Safety & Welfare of site occupants AS WELL AS THAT OF SURROUNDING PROPERTIES.

If not tied in to a {City} sanctioned sewer system, toileting and gray water handling of RV waste must be tied in to a permitted, properly constructed, maintained and inspected septic system. Like many in the County, my neighbors and I are on wells. The source of groundwater and surface runoff eventually feeding these wells must not be polluted by improperly handled RV waste. A port-o-let should not be accepted as a permanent solution (for RV's on sites more than 9 months or a slightly longer period while a home is under construction). Portable facilities do not get used all the time, especially during inclement weather when leaving an RV is inconvenient. Port-o-let renters do not necessarily have them pumped on a regular basis.

A permanent source of power needs to be utilized by each RV. The power source(s) should be permitted, installed and inspected initially so that life safety requirements are being met. Generators should NOT be allowed as a permanent source of power. The noise generated, spilling of gas and oil during regular use, and air pollution negatively impact health, safety and welfare. Whether service is provided by PUD or by Solar/PUD, a government/County approved and inspected system must be installed (ensuring life safety).

I was moved by the testimony at the last Commissioner's meeting on RV's wherein a father provided an RV to his daughter who was having drug issues, on his property. His daughter was able to beat her habit and had since moved to her own home. Another young person was then needing that kind of support and that young person moved into the vacated RV. THE OWNER PROVIDED PERMANENT SEPTIC, POTABLE WATER AND POWER to this RV. This is the correct way to handle the situation of an RV on private property.

I support an RV being on private property as long as it complies with the intent of Building Codes that are in place, that are requisite in ensuring health, safety and welfare. I do NOT support multiple RV's being on a property UNLESS the property is Zoned as a trailer/RV park.

I know that this is a touchy subject but if people plan to reside in RV's for more than 9 months or during construction of a home, then they should comply with codes that residences need to follow. I also understand that being prefabricated, RV's will not meet all building codes that a constructed single family home would more easily comply with. Provisions MUST be made by the County to ensure Health, Safety and Welfare of all residents.

thank you for listening to this constituent.

sincerely,

Jan Rogatz  
Clallam County

## Gores, Loni

---

**From:** George H. Will <georgeandjolie@yahoo.com>  
**Sent:** Saturday, January 17, 2026 9:08 AM  
**To:** Gores, Loni  
**Subject:** Public comment for Commissioners Meeting...

You don't often get email from georgeandjolie@yahoo.com. [Learn why this is important](#)

I would like to go on record to state that I want trailers and recreational vehicles be allowed to exist for the occupancy of unhoused people and those people who are living in these vehicles during the building of permanent structures.

THERE SHOULD BE NO TERM LIMITS.

We all need shelter!

Respectfully yours,  
George Will  
Sequim, WA

## Gores, Loni

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**From:** Jolie Will <jolieandgeorge@gmail.com>  
**Sent:** Saturday, January 17, 2026 11:36 AM  
**To:** Gores, Loni  
**Subject:** Tuesday, 1/20/26 Commissioners meeting

[You don't often get email from jolieandgeorge@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Dear Clallam County Commissioners,

I am writing about your upcoming consideration of county code regarding accessory housing, vacation rentals, recreational vehicles and park models. Given the dire shortage of affordable housing in our region, I urge you to thoughtfully evaluate the impact of expanding the potential uses of these various types of domiciles which could serve to provide shelter where it is desperately needed. Whether we as individuals are affected in this area or not, it still remains that we are all in this together. You, our elected commissioners have in front of you an opportunity to tap into your creative imaginations and come up with a way to be helpful while maintaining the order which may have been the basis for the prior code. Of utmost concern to me is the need to provide various options for allowable housing to those who are without permanent places to live. It is critical. It is now. It's a basic human need.

Respectfully,

Jolie S. Will  
360-808-5690  
Sent from my iPad

## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Sunday, January 18, 2026 4:55 PM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9055 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name	Nate Lish
Last Name	Delso
Email	bobdelso@mailinator.com
Phone	3603173242
Subject	Comment on new code
Comments	<p>Placing such strict regulations on people's ability to advertise rentals is a 1st amendment violation.</p> <p>The code banning tiny homes and RVs and other "vehicles" that don't meet code is completely unenforceable. The 2021 Washington Supreme Court ruling in City of Seattle v. Long has taken proven this.</p> <p>These regulations are opening the county unconstitutional and will result in multiple lawsuits. Do not pass this</p>

#### Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? [View it in your browser.](#)



**From:** noreply@civicplus.com  
**Sent:** Monday, January 19, 2026 1:53 PM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9058 for Contact the Clerk of the Board

## Contact the Clerk of the Board

First Name	Sami
Last Name	Gray
Email	dzoonokwa@gmail.com
Phone	3608080339
Subject	proposed rv ordinances
Comments	<p>I'm particularly concerned about the proposed changes to or tightening of Clallam County rules about RVs on private property. In a region with no affordable housing, even for many middle-class people, this will create hardship for many: people who can't afford to rent structures here, people who need the rental income and/or the assistance they get from their RV tenants, people who have invested money and time into their RV residences, people whose job choices have been based on being able to live here.</p> <p>My landlord purchased this lot in 2018, planning to have a tenant for rental income and for security when he is out of town. The lot had been previously used for RV repair, so standard RV hookups were in place. He rented the single RV site to me. I am a very low-income, disabled senior, but over the years have invested thousands in maintaining a fenced yard for my dog and garden. I'm a writer and botanist, and have cherished the quiet and privacy of this tree-filled, low-population neighborhood. Being forced to move would be devastating for me, and would mean I would have to move to some other, unfamiliar county or state. The quiet, privacy, and trees, and my dog and my large flower garden are non-negotiables in my life.</p>

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### Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

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Email not displaying correctly? [View it in your browser.](#)



**Gores, Loni**

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**From:** Tammi Moses <epicjourney1375@gmail.com>  
**Sent:** Monday, January 19, 2026 8:21 PM  
**To:** Gores, Loni  
**Cc:** Tammi Moses  
**Subject:** Statement for RV/Park Model Amendment

You don't often get email from epicjourney1375@gmail.com. [Learn why this is important](#)

Board of Clallam County Commissioners,

As you move forward on amending the ordinance for the RV/Park Model rules, I offer the following based on my clean up experience and dealing with an elderly person who resided in an RV on their property for over 10 years. My experience with this entire situation spans many years and if I can provide additional information or clarification that you would find helpful, please let me know.

In our specific clean up efforts, we have removed over 20 tons of debris and recycling. We were able to remove this amount of stuff, once the elderly resident was able to relocate voluntarily. Getting this person to understand the scope of the problem was a big challenge and greatly impacted our timeline.

The assistance we received from the county paying some of the dump fees and assistance with junk vehicle disposal was essential to our clean up efforts.

- 1. Provide Clear Housing and Infrastructure Pathways to Keep People Housed**  
Many residents rely on RVs, campers, park models, or manufactured homes as affordable housing. The county can greatly assist their constituents with clear checklists, resource guides, RCW references, and agency contacts (e.g., L&I, utilities, health department) for water, wastewater, electric, and sanitation solutions.
- 2. Create Transparent SOPs** We need a consistent, countywide Standard Operating Procedure (SOP) for addressing these “eyesore properties” that frequently include hoarding, squalor, and unsanitary living conditions. Many of these properties include multiple RV's and junk vehicles.
- 3. Get on the Same Page** Different departments provide different answers, creating confusion, delays, and ineffective outcomes. A unified, transparent SOP—for all employees involved with the Community Development Department (building, code enforcement, etc.) is essential.
- 4. Enforcement Alone Does Not Solve the Problem** Fines, penalties, and enforcement actions do not address the root causes of these situations. Age, disability, mental health conditions, lack of capacity, and financial hardship

significantly impact a person's ability to comply. Sustainable solutions must prioritize support, guidance, and realistic timelines that are clearly spelled out to the property owner.

- 5. Mental Health Must Be Part of the Cleanup Process** Many of these severe property conditions are frequently driven by unaddressed mental health issues. Cleanup SOPs must include pathways for mental health evaluation, referral, and ongoing support. Without internal change and professional intervention, external cleanup efforts alone are not lasting.

Thank you for your time and consideration regarding this.

Respectfully,

Tammi Moses  
2646 Eden Valley Rd.  
Port Angeles, WA 98363  
360.720.8401  
[EpicJourney1375@gmail.com](mailto:EpicJourney1375@gmail.com)

## Gores, Loni

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**From:** David Mattern <dattern@avvanta.com>  
**Sent:** Monday, January 19, 2026 8:26 PM  
**To:** Gores, Loni  
**Subject:** Support for Agenda item 3a: Ordinance amending and adding Title 33 Zoning

I want to express support from agenda item 3a regarding accessory housing and vacation rentals. This is a reasonable accommodation of the need for some rentals while protecting the character of rural areas. Some past lax enforcement should not and cannot be an excuse for development and activities that would detract from and ultimately harm the unique character of our rural areas.

David Mattern  
Certified Environmental Professional, Emeritus  
dattern@avvanta.com  
206-300-1798

## Gores, Loni

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**From:** Dr. Sarah Huling, EdD, MBA <triplesconsultants2025@gmail.com>  
**Sent:** Monday, January 19, 2026 8:49 PM  
**To:** Gores, Loni  
**Subject:** 1.20.2026 BOCC Meeting Clarifying record and optional on-the-record statements prior to vote – Agenda Item 3.A

Loni,

Please forward the message below to the Board of County Commissioners for inclusion with the correspondence for the January 20, 2026, meeting under Agenda Item 3a.

Commissioners,

I am writing to clarify the purpose of my recent correspondence and to explain, procedurally, what I am asking for before the Board votes on the final RV Use Ordinance.

My intent is not to oppose the ordinance or to reopen the policy debate. Rather, I am seeking to ensure that the public record accurately reflects that a performance-based regulatory alternative was presented during public testimony and that the Board has an opportunity to explicitly acknowledge or address that alternative on the record.

Specifically, my testimony proposed regulating residential occupancy based on objective impacts, such as sanitation capacity, fire and life safety, environmental protection, nuisance behavior, and unauthorized commercial activity, rather than relying primarily on shelter-type definitions and discretionary permitting. The draft ordinance presented in the packet takes a different approach by retaining categorical definitions and conditional use mechanisms, which is a legitimate policy choice but distinct from what was proposed in testimony.

At this stage, I am not requesting a particular outcome. I am requesting record clarity. If the Board wishes to preserve flexibility and protect the administrative record, one or more of the following on-the-record statements would accomplish that without delaying adoption:

- A request for staff to explain whether a performance-based compliance pathway could be added, or why it was not adopted; or
- An acknowledgment that a performance-based alternative was presented during public testimony but was not incorporated, with brief findings explaining that decision.

Either approach would ensure the record reflects substantive consideration of alternatives, a best practice in land-use governance that helps avoid confusion later about what was—and was not—before the Board.

My goal is to support clear, durable policy and a complete public record. I appreciate the Board's consideration and the opportunity to clarify my request in advance of the vote.

Respectfully,  
Dr. Sarah Huling

## Gores, Loni

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**From:** Linda Stenzel <stenzel4@gmail.com>  
**Sent:** Monday, January 19, 2026 9:45 PM  
**To:** Gores, Loni  
**Subject:** Property and home rights

You don't often get email from stenzel4@gmail.com. [Learn why this is important](#)

**Kelly Sanders said it best, so I submit her post as it states my opinion far more succinctly than I am able.**

"On Tuesday, January 20, at 10 a.m. at the Clallam County Courthouse, three Clallam County Commissioners are poised to make a decision that could profoundly and negatively impact tens of thousands of residents, property owners, and visitors. Proposed revisions to county regulations would prohibit people from living in or renting unpermitted structures on private property and severely restrict or outright ban rural short-term rentals, such as Airbnb and Hipcamp. While framed as a regulatory cleanup, the real-world consequences would be devastating for housing stability, tourism, and basic property rights across the Olympic Peninsula.

Clallam County is home to roughly 80,000 people, many of whom live rurally, creatively, and affordably by necessity—not by choice. Cabins, garage apartments, A-frames, tiny homes, additions built decades ago, and other nontraditional dwellings are not fringe cases here; they are part of the fabric of life outside Sequim and Port Angeles, the rural areas of Joyce to Forks, Sekiu to Clallam Bay, and out to the Pacific Ocean.

A blanket ban on living in or renting these structures would instantly criminalize how thousands of tax-paying citizens already live, forcing displacement, financial hardship, and, in some cases, homelessness.

At a time when housing is already scarce and unaffordable, it defies logic to remove existing housing stock—especially housing that is currently occupied, maintained, and paid for. Many tenants in these units rely on them precisely because they are more affordable than conventional rentals. Many property owners, particularly seniors and individuals on fixed incomes, rely on rental income to cover the increasing costs of property taxes, insurance premiums, utilities, and maintenance. Eliminating this income does not improve safety or affordability; it simply pushes people closer to financial collapse.

The impact on tourism would be equally severe. Olympic National Park sees approximately 3.6 million visitors each year. These visitors cannot all stay in hotels, nor can they rely solely on campgrounds that often book out months in advance. Short-term rentals, Hipcamps, and small, rural lodging options are not luxuries—they are essential infrastructure for the Peninsula's tourism economy. Limiting rentals to one per property or banning many of them outright raises a simple question: where are visitors supposed to stay?

Tourism supports local businesses, from grocery stores and gas stations to restaurants, outfitters, and cleaning services. When visitors cannot find lodging, they do not come—or they come unprepared, increasing illegal camping and straining public resources. Ironically, banning legal, regulated short-term rentals may worsen exactly the problems the county claims to want to solve.

There is also a deeper issue at stake: PROPERTY RIGHTS. Clallam County residents pay taxes, maintain their land, and contribute to their communities. A policy that suddenly forbids them from using their own property in ways that have long been common and accepted is an overreach that undermines trust in local government.

Regulation should be reasonable, incremental, and responsive to local realities—not a blunt instrument that punishes non-compliance while economically injuring those who do comply.

This is not an argument against safety, standards, or thoughtful regulation. However, it is unreasonable to treat rural homeowners, retirees, and working families as lawbreakers overnight, while removing critical housing and lodging capacity from an already strained system.

Clallam County faces real challenges, but prohibiting living in safe and sanitary ways of our choosing on our own properties and slashing rural Airbnb or Hipcamp options is not a solution—it is a self-inflicted wound. It risks making thousands homeless, undercutting tourism, and stripping residents of the right to responsibly use their own property.

The commissioners should reject these proposed revisions and instead work collaboratively with residents to create policies that protect safety, preserve housing, and support the economic reality of life on the Olympic Peninsula.

The future of Clallam County should be shaped by thoughtful governance, not by decisions that destabilize communities in the name of regulation.”

It is way past time for the commissioners to actually LISTEN to us instead of treat us as ignorant people to whom they dictate THEIR will, not ours. This is OUR home, too, not just theirs and not just the tribes'.

Linda Stenzel

## Gores, Loni

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**From:** Rick Marschall <marschallwellness@gmail.com>  
**Sent:** Monday, January 19, 2026 9:46 PM  
**To:** Gores, Loni  
**Subject:** Clallam County plan

You don't often get email from marschallwellness@gmail.com. [Learn why this is important](#)

Hi Loni

I am a registered voter in Clallam County.

Apparently the county wants to deny landowners to live in Tiny homes or RVs. Is that correct because if it is I am strongly against it. This is an unconstitutional violation of the rights of landowners regardless of the excuses these commissioners might have to get our our state constitution. Please register my concern.

Respectfully,

***Richard Marschall***

## Gores, Loni

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**From:** Shimkiri Syiem <shimkiri@yahoo.com>  
**Sent:** Monday, January 19, 2026 10:14 PM  
**To:** Gores, Loni; Emery, Bruce  
**Subject:** Protect and expand property rights of owners, and protect public lands in the same way

Dear County Commissioners and Director Emery,

I really enjoy Sequim and Clallam County. It is such a beautiful, wonderful place to live and I am glad that there are people of different ages living here, from seniors to families with young kids. However, I am worried about the future for the next generation, including my family. I would like Clallam County to remain a gorgeous, nature-filled place that keeps its small town status and close community.

To this end, I urge you to protect and expand property rights of owners, and to keep neighborhoods safe and clean by not allowing properties with public health nuisances to go unenforced such as sanitation, hazardous waste, rodents, and the like. I also urge you hold to keep public lands clean and safe, don't allow squatters, encampments, and tents to go unenforced either.

Thank you.

## Gores, Loni

---

**From:** Bob <r.r.barkie@gmail.com>  
**Sent:** Monday, January 19, 2026 10:17 PM  
**To:** Gores, Loni  
**Subject:** Rural Rental Property Restrictions

[You don't often get email from r.r.barkie@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

I am writing to recommend that the county commissioners make no new restrictions regarding rural rental properties, whether short or long term, at this time. The county has a housing shortage in general and an affordable housing shortage in particular. The commissioner should not be creating any regulations that exacerbate that problem. They were all elected to solve problems, not create them.

r/

Robert Barkie  
Port Angeles, WA

**From:** noreply@civicplus.com  
**Sent:** Monday, January 19, 2026 10:23 PM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9062 for Contact the Clerk of the Board

## Contact the Clerk of the Board

First Name	Adrien
Last Name	Craven
Email	aecrvn@gmail.com
Phone	3604606052
Subject	Objection to Proposed Restrictions on Short-Term/Vacation Rentals – Protection of Property Rights, Constitutional Principles, and Economic Fairness
Comments	To: Clallam County Board of Commissioners / Department of Community Development From: Adrien Craven Address: 136 Southridge Road, Port Angeles WA 98363 Date: Monday, January 19, 2026 Re: Objection to Proposed Restrictions on Short-Term/Vacation Rentals – Protection of Property Rights, Constitutional Principles, and Economic Fairness

Dear Commissioners,

I am writing to formally object to the proposed vacation-rental regulations, specifically the provisions that (1) restrict a property owner to only one vacation rental per parcel, and (2) require that the property owner must reside on the same parcel to operate a vacation rental. These provisions constitute excessive, arbitrary, and legally questionable infringements on fundamental property rights. They go far beyond what is necessary to protect public safety or neighborhood character, and they impose severe and unnecessary burdens on responsible property owners and small-scale local operators.

My objection is based on the following concerns:

Washington State constitutional protections

U.S. constitutional due-process and takings principles

Well-established property-rights doctrines

Practical policy concerns, including economic impacts and inequitable enforcement

#### I. Constitutional and Statutory Property Rights Concerns

Washington State Constitution – Article I, Section 16  
Washington’s Constitution provides some of the strongest property-rights protections in the nation. Article I, Section 16 states:

“No private property shall be taken or damaged for public or private use without just compensation having first been made...”

While local governments may regulate land use, the Washington Supreme Court has repeatedly held that excessive or arbitrary restrictions—particularly those that strip away economically viable uses—can constitute a regulatory taking.

A blanket prohibition such as limiting parcels to one vacation rental and requiring owner occupancy imposes severe economic burdens because it:

Eliminates viable use of duplexes, triplexes, multi-unit properties, and rural acreage with multiple structures

Converts previously lawful uses into prohibited ones without compensation

Discriminates against owners who cannot or do not choose to live onsite

Prevents owners from reasonably using or developing their property in line with historic or customary uses

These provisions significantly impair investment-backed expectations, an important factor in regulatory-takings analysis.

#### II. Due Process and Equal Protection Concerns

Substantive Due Process – Arbitrary and Capricious Restriction  
Government regulations must have a rational, evidence-based connection to a legitimate public purpose. The proposed rules do not meet this standard.

The County has not provided evidence that multiple vacation rentals on the same parcel inherently cause harm, nor evidence that owner-occupied rentals are safer, quieter, or better managed than those operated by off-site owners. In many cases, professionally managed rentals demonstrate better compliance, maintenance, and responsiveness.

A regulation lacking rational basis is vulnerable under substantive due-process protections.

#### Equal Protection – Unequal Treatment of Similarly Situated Owners

The owner-occupancy requirement creates two classes of property owners, favoring those who can live on-site over those who cannot. This distinction is arbitrary. For example:

A retired couple living on their property may operate a rental

A working family living ten minutes away may not

A second-home owner using the property occasionally may operate a rental

A local resident who lives elsewhere in the county may not

Such distinctions have no rational relationship to public health, safety, or welfare.

### III. The “One Vacation Rental Per Parcel” Rule Is Excessively Restrictive

**Disproportionate Burden on Rural and Multi-Unit Properties**  
Rural parcels often include multiple legally permitted dwellings or accessory units designed for rental or guest use. Limiting these parcels to one rental undermines prior investments, penalizes responsible land improvement, and creates inconsistency with zoning that already allows multiple dwelling units.

**Lack of Relationship Between Unit Count and Public Impact**  
Concerns about noise, parking, wastewater, and neighborhood character depend on occupancy limits, enforcement, infrastructure capacity, and management—not on an arbitrary “one rental only” rule. If the County’s intent is to manage impacts, it should regulate impacts directly rather than prohibiting lawful uses.

### IV. Owner-Occupancy Requirements Are Unnecessary, Unfair,

and Legally Vulnerable

#### No Evidence That Onsite Owners Improve Compliance

Many counties have rejected owner-occupancy requirements after finding that violations were more common among owner-occupied rentals, while professionally managed units had fewer incidents. Emergency response times were also comparable or better with licensed managers.

#### Disproportionate Impact on Working Families and Non-Wealthy Owners

Owner-occupancy requirements disproportionately burden teachers, nurses, military families, retirees, and those with disabilities or employment constraints who cannot live onsite. Meanwhile, wealthy second-home owners are unaffected. This creates an inequitable regulatory environment unsupported by legitimate governmental interest.

#### V. Economic Importance of Vacation Rentals

Tourism is a major driver of Clallam County's economy. Restricting vacation rentals will negatively impact local restaurants, grocery stores, guides, shops, and small businesses. Families visiting rural areas rely on vacation rentals where hotels are limited. Homeowners also depend on supplemental rental income to manage rising property taxes, maintenance, and mortgage obligations. These economic considerations should not be disregarded without compelling evidence, which has not been presented.

#### VI. Less Restrictive and More Effective Alternatives

If the County's goal is to ensure neighborhood compatibility, more appropriate regulatory tools are available, such as:

Noise, parking, and occupancy standards

A 24/7 local contact requirement

Good-neighbor policies

Health and safety inspections

Permit revocation for repeated violations

Transitional caps in dense neighborhoods

These approaches address potential impacts without violating

fundamental property rights.

#### VII. Request

For these reasons, I respectfully request that the County:

Remove the "one vacation rental per parcel" restriction.

Remove the mandatory owner-occupancy requirement.

Replace these provisions with reasonable, impact-based standards that protect neighborhoods while honoring property rights.

#### Conclusion

The right to reasonably use one's property is a deeply rooted constitutional principle. While regulation is appropriate, it must be proportionate, evidence-based, and consistent with constitutional protections. The current proposal does not meet these standards.

I respectfully request that the County revise the ordinance to reflect a fair, lawful, and balanced approach to vacation-rental regulation.

Thank you for your consideration.

Sincerely,  
Adrien Craven  
136 Southridge Road  
Port Angeles, WA 98363  
aecrvn@gmail.com

(360) 460-6052

#### Please Note

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**From:** noreply@civicplus.com  
**Sent:** Monday, January 19, 2026 10:49 PM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9063 for Contact the Clerk of the Board

## Contact the Clerk of the Board

First Name	Paul
Last Name	Craven
Email	davids38th@gmail.com
Phone	3604606672
Subject	Objection to Proposed Restrictions on Short-Term/Vacation Rentals – Protection of Property Rights, Constitutional Principles, and Economic Fairness
Comments	To: Clallam County Board of Commissioners / Department of Community Development From: Paul Craven, MD Address: 136 Southridge Road, Port Angeles WA 98363 Date: Monday, January 19, 2026 Re: Objection to Proposed Restrictions on Short-Term/Vacation Rentals – Protection of Property Rights, Constitutional Principles, and Economic Fairness

Dear Commissioners,

I am writing to formally object to the proposed vacation-rental regulations, specifically the provisions that (1) restrict a property owner to only one vacation rental per parcel, and (2) require that the property owner must reside on the same parcel to operate a vacation rental. These provisions constitute excessive, arbitrary, and legally questionable infringements on fundamental property rights. They go far beyond what is necessary to protect public safety or neighborhood character, and they impose severe and unnecessary burdens on responsible property owners and small-scale local operators.

My objection is based on the following concerns:

Washington State constitutional protections

U.S. constitutional due-process and takings principles

Well-established property-rights doctrines

Practical policy concerns, including economic impacts and inequitable enforcement

#### I. Constitutional and Statutory Property Rights Concerns

Washington State Constitution – Article I, Section 16  
Washington's Constitution provides some of the strongest property-rights protections in the nation. Article I, Section 16 states:

“No private property shall be taken or damaged for public or private use without just compensation having first been made...”

While local governments may regulate land use, the Washington Supreme Court has repeatedly held that excessive or arbitrary restrictions—particularly those that strip away economically viable uses—can constitute a regulatory taking.

A blanket prohibition such as limiting parcels to one vacation rental and requiring owner occupancy imposes severe economic burdens because it:

Eliminates viable use of duplexes, triplexes, multi-unit properties, and rural acreage with multiple structures

Converts previously lawful uses into prohibited ones without compensation

Discriminates against owners who cannot or do not choose to live onsite

Prevents owners from reasonably using or developing their property in line with historic or customary uses

These provisions significantly impair investment-backed expectations, an important factor in regulatory-takings analysis.

#### II. Due Process and Equal Protection Concerns

Substantive Due Process – Arbitrary and Capricious Restriction  
Government regulations must have a rational, evidence-based connection to a legitimate public purpose. The proposed rules do not meet this standard.

The County has not provided evidence that multiple vacation rentals on the same parcel inherently cause harm, nor evidence that owner-occupied rentals are safer, quieter, or better managed than those operated by off-site owners. In many cases, professionally managed rentals demonstrate better compliance, maintenance, and responsiveness.

A regulation lacking rational basis is vulnerable under substantive due-process protections.

#### Equal Protection – Unequal Treatment of Similarly Situated Owners

The owner-occupancy requirement creates two classes of property owners, favoring those who can live on-site over those who cannot. This distinction is arbitrary. For example:

A retired couple living on their property may operate a rental

A working family living ten minutes away may not

A second-home owner using the property occasionally may operate a rental

A local resident who lives elsewhere in the county may not

Such distinctions have no rational relationship to public health, safety, or welfare.

#### III. The “One Vacation Rental Per Parcel” Rule Is Excessively Restrictive

**Disproportionate Burden on Rural and Multi-Unit Properties**  
Rural parcels often include multiple legally permitted dwellings or accessory units designed for rental or guest use. Limiting these parcels to one rental undermines prior investments, penalizes responsible land improvement, and creates inconsistency with zoning that already allows multiple dwelling units.

**Lack of Relationship Between Unit Count and Public Impact**  
Concerns about noise, parking, wastewater, and neighborhood character depend on occupancy limits, enforcement, infrastructure capacity, and management—not on an arbitrary “one rental only” rule. If the County’s intent is to manage impacts, it should regulate impacts directly rather than prohibiting lawful uses.

#### IV. Owner-Occupancy Requirements Are Unnecessary, Unfair,

and Legally Vulnerable

#### No Evidence That Onsite Owners Improve Compliance

Many counties have rejected owner-occupancy requirements after finding that violations were more common among owner-occupied rentals, while professionally managed units had fewer incidents. Emergency response times were also comparable or better with licensed managers.

#### Disproportionate Impact on Working Families and Non-Wealthy Owners

Owner-occupancy requirements disproportionately burden teachers, nurses, military families, retirees, and those with disabilities or employment constraints who cannot live onsite. Meanwhile, wealthy second-home owners are unaffected. This creates an inequitable regulatory environment unsupported by legitimate governmental interest.

#### V. Economic Importance of Vacation Rentals

Tourism is a major driver of Clallam County's economy. Restricting vacation rentals will negatively impact local restaurants, grocery stores, guides, shops, and small businesses. Families visiting rural areas rely on vacation rentals where hotels are limited. Homeowners also depend on supplemental rental income to manage rising property taxes, maintenance, and mortgage obligations. These economic considerations should not be disregarded without compelling evidence, which has not been presented.

#### VI. Less Restrictive and More Effective Alternatives

If the County's goal is to ensure neighborhood compatibility, more appropriate regulatory tools are available, such as:

Noise, parking, and occupancy standards

A 24/7 local contact requirement

Good-neighbor policies

Health and safety inspections

Permit revocation for repeated violations

Transitional caps in dense neighborhoods

These approaches address potential impacts without violating

fundamental property rights.

#### VII. Request

For these reasons, I respectfully request that the County:

Remove the "one vacation rental per parcel" restriction.

Remove the mandatory owner-occupancy requirement.

Replace these provisions with reasonable, impact-based standards that protect neighborhoods while honoring property rights.

#### Conclusion

The right to reasonably use one's property is a deeply rooted constitutional principle. While regulation is appropriate, it must be proportionate, evidence-based, and consistent with constitutional protections. The current proposal does not meet these standards.

I respectfully request that the County revise the ordinance to reflect a fair, lawful, and balanced approach to vacation-rental regulation.

Thank you for your consideration.

Sincerely,  
Paul Craven, MD  
136 Southridge Road, Port Angeles WA 98363  
straitems@gmail.com

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**Gores, Loni**

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**From:** Renée <myredelement@gmail.com>  
**Sent:** Tuesday, January 20, 2026 12:57 AM  
**To:** Gores, Loni; Emery, Bruce  
**Cc:** Renée  
**Subject:** 1/20/2026 Comments RV Use Ordinance  
**Attachments:** 2026.01.20\_written\_comments\_proposed\_RV\_use\_ord.pdf

Good morning,

Please find my latest comments to the proposed RV Use Ordinance submitted in advance of the 10:00 a.m. meeting, which I'll attend via Zoom. Thank you for providing me the opportunity to comment.

Respectfully,  
Renée C Paradis  
County Resident

**Date:** Tuesday, January 20, 2026  
**Time:** Prior to the 10:00 a.m. meeting

**To:** Clallam County Commissioners and Department of Community Development  
**Attn:** Loni Gores

**Re:** Proposed RV Use Ordinance Written Comments  
**Via:** Email

**Summary:** The County is About to Create a Housing Crisis and it's creating additional Airbnbs. I object to adoption of the proposed RV Use Ordinance.

Thank you for the opportunity to comment on this issue.

Following up from the November 24, 2025 work session, I am curious to know what justifications the County used for using Orcas Island as a basis for comparison to Clallam County? Orcas Island is primarily [wealthy] retirees; Clallam County is a blue-collar and service industry working county.

I don't want Clallam County to turn into a playground for the rich. If the County strives to cater to wealthy retirees, this is a separate conversation. Today, Clallam County is a poor, working class county barely getting by. Using Orcas as an "equal" is absurd.

The December 22, 2025 press release mentions RVs but not the other types of dwelling units impacted by this ordinance. It fails to mention an entire section of the ordinance targets rentals. For these reasons alone, I request this Ordinance not be adopted at this time and that a more comprehensive press release be written and an extension of time for comments be allowed.

I'm trying to wrap my head around what the DCD finds as an acceptable year-round dwelling unit. At the November 24, 2025 meeting, an example of a container home was provided, I believe, and the Director said "no," this proposed alternative dwelling would not be allowed. Is this bias or ignorance? I support all alternative housing. We must all support alternative housing and higher density housing.

Having a one size fits all approach is inadequate on so many levels. I can't help but feel this is designed to curb nuisance properties, which is also absurd. Enforcement mechanisms for addressing legitimate problems exist. It bears repeating from my November comments: NIMBYs need to move into neighborhoods with CC&Rs, provide their own screening or move to gated communities.

Living small, off grid, and alternatively is a personal choice, in many cases. And when it's not, it's not a choice at all. It is not for the County to dictate how its residents live, especially the poorest and most vulnerable people of this County. Full stop.

Does the County understand that holding a job in Clallam is a privilege? Housing is a privilege. Every County employee is a member of an elite class within Clallam County. With this said, please consider the demographics of the residents this ordinance affects: "Houseless," working poor, unemployed, disabled, traveling professionals, unpaid caregivers and caretakers.

The County missed its opportunity to get people into affordable housing by permitting Carlsborg Village.

In my opinion, sewage and solid waste disposal issues must not be combined with this ordinance. Impacts to critical areas also must not be included. These are separate issues and must be separate violations, under appropriate ordinances, codes, and departments. They don't belong under this ordinance.

If there is justification for the solid waste language, please consult with some experts before deciding what and how to police. Please look into waste disposal alternatives. Composting sewage is more environmentally friendly than septic systems. Does the County know this? Urine diverted from a composting toilet to vegetation provides a natural nitrogen rich fertilizer.

Do tiny homes, park models, stick-framed structures belong grouped together? I would argue they don't.

Does the county know how many people this ordinance affects? How many it displaces? It might want to.

Back to my opinion, the ordinance needs to be scrapped. It conflates issues, it bloats code, it's discriminatory, it creates more Airbnbs, and it does nothing to house the citizens of Clallam County. The County is heading down the wrong path with this one.

Thank you for your time and consideration in hearing my opinions. I look forward to the January 20, 2026, 10:00 a.m. meeting.

Respectfully,

Electronically signed  
Renée Paradis  
County Resident

## Gores, Loni

---

**From:** Kelly Sanders <kelly.sanders2015@outlook.com>  
**Sent:** Tuesday, January 20, 2026 1:32 AM  
**To:** Gores, Loni  
**Subject:** Stop criminalizing RURAL living

You don't often get email from kelly.sanders2015@outlook.com. [Learn why this is important](#)

Dear Clallam County Commissioners,

I've lived and worked in Port Angeles for over thirty years as a teacher, property owner, landlord, and active community volunteer. I care deeply about the struggling families and businesses here, and am proud to have personally invested in the past, present, and future citizens of our county.

I believe that you three men are poised to make a decision that could profoundly and negatively impact tens of thousands of residents, property owners, and visitors to our beautiful Clallam County. You have proposed regulations that would prohibit people from living in or renting unpermitted structures on private property and severely restrict or outright ban rural short-term rentals like Airbnb and Hipcamps.

While framed as a regulatory cleanup, the real-world consequences would be devastating for housing stability, tourism, and basic property rights across the Olympic Peninsula.

Clallam County is home to roughly 80,000 people, many of whom live rurally, creatively, and affordably by necessity—not by choice. Cabins, garage apartments, A-frames, converted sheds, tiny homes, additions built decades ago, and other nontraditional dwellings are not fringe cases here; they are part of the fabric of life outside Sequim and Port Angeles, the rural areas of Joyce to Clallam Bay, Sekiu to Forks, and on out to the coast.

A blanket ban on living in or renting these structures would instantly criminalize how thousands of tax-paying citizens already live, forcing displacement, financial hardship, and, in some cases, homelessness.

At a time when housing is already scarce and unaffordable, it defies logic to remove existing housing stock—especially housing that is currently occupied, maintained, and paid for. Many tenants in these units rely on them precisely because they are more affordable than conventional rentals.

Many property owners, particularly seniors and people on fixed incomes, rely on rental income to keep up with rising property taxes, insurance premiums, utilities, and maintenance costs. Eliminating this income does not improve safety or affordability; it simply pushes people closer to financial collapse.

With your proposed regulations, the impact on tourism would be equally severe. Olympic National Park sees approximately 3.6 million visitors each year. These visitors cannot all stay in hotels, nor can they rely solely on campgrounds that often book out months in advance. Short-term rentals, Hipcamps, and small, rural lodging options are not luxuries—they are essential infrastructure for the Peninsula's tourism economy. Limiting rentals to one per property or banning many of them outright raises a simple question: where are visitors supposed to stay?

Tourism supports local businesses, from grocery stores and gas stations to restaurants, outfitters, and cleaning services. When visitors cannot find lodging, they do not come—or they come unprepared, increasing illegal

camping and straining public resources. Ironically, banning legal, regulated short-term rentals may worsen exactly the problems the county claims to want to solve.

There is also a deeper issue at stake: PROPERTY RIGHTS. Clallam County residents pay taxes, maintain their land, and contribute to their communities. A policy that suddenly forbids them from using their own property in ways that have long been common and accepted is an overreach that undermines trust in local government. Regulation should be reasonable, incremental, and responsive to local realities—not a blunt instrument that punishes non-compliance while economically injuring those who do comply.

This is not an argument against safety, standards, or thoughtful regulation. However, it is unreasonable to treat rural homeowners, retirees, and working families as lawbreakers overnight, while removing critical housing and lodging capacity from an already strained system.

Clallam County faces real challenges, but prohibiting us from living in safe and sanitary ways we choose on our own properties and slashing rural Airbnb or Hipcamp options is not a solution—it is a self-inflicted wound. It risks making thousands homeless, undercutting tourism, and stripping residents of the right to responsibly use their own property.

I urge you commissioners to reject the proposed revisions that ban tax-paying citizens from living in the HOMES they choose, and instead work collaboratively with residents to create policies that protect safety, preserve housing, and support the economic reality of life on the Olympic Peninsula.

The future of Clallam County should be shaped by thoughtful governance, not by decisions that destabilize communities in the name of regulation.

Thank you for hearing and being moved by the heartfelt testimonies of RV residents, and relenting on your 180-day eviction stance. I ask that you hear us again today, and create more affordable housing FIRST, before taking away the only homes some people have available to them.

Sincerely,  
Kelly Sanders

## Gores, Loni

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**From:** Lynette Brown <lbrown1969@icloud.com>  
**Sent:** Tuesday, January 20, 2026 2:47 AM  
**To:** Gores, Loni  
**Subject:** Proposed bans

[You don't often get email from lbrown1969@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Hello Loni Gores,

I'm writing to encourage you to not support this new proposal on banning short term rentals including RV on private property. My family has lived in the county for over 100 years. We are lower middle class who have worked and paid taxes the entire time. With the property values and rental costs drastically increasing it has impacted the youth of my family and all the hard working middle class people. I am concerned about us getting pushed out. We are getting creative about multi generational living to be able to afford to stay here. This proposal would affect our community in more ways than just my family. It would have a huge impact on tourism as well, which is how some of us earn our living. Please know that this proposal would have serious negative impact on my family and many others in our community. I hope to stay here my whole life and my children do too.

Thank you for seriously considering the negative impacts of this.

Best regards and hope for finding ways to keep Clallam county affordable for the "commoners", Lynette Brown Sent from my iPhone

## Gores, Loni

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**From:** Corrine Reed <corrinereed1078@gmail.com>  
**Sent:** Tuesday, January 20, 2026 5:38 AM  
**To:** Gores, Loni  
**Subject:** Concerns Regarding Proposed County Code Revisions Affecting Rural Housing and Property Use

Dear Commissioners,

My husband and I are small business owners and property owners in Clallam County. Like many families here, we are doing our best to build a future responsibly and sustainably. We currently live in travel trailers on our own property while we work toward being able to afford building a permanent home. Over the last several years, we have invested significant funds into our land—installing power and water, clearing trees, and hiring local contractors and service providers. Every step of that process has supported local businesses and contributed to the county's economy.

I am writing to express serious concern regarding the proposed revisions to county regulations scheduled for consideration on Tuesday, January 20. While these changes are presented as regulatory cleanup, their real-world impact would be deeply harmful to rural residents, housing stability, tourism, and long-standing property use across Clallam County.

Clallam County is home to approximately 80,000 people, many of whom live rurally out of necessity, not preference. Nontraditional housing—cabins, converted garages, A-frames, tiny homes, additions built decades ago, and travel trailers—is not an exception here; it is the norm across large portions of the county, from Joyce to Forks and from Sekiu to the coast. A blanket prohibition on living in or renting unpermitted structures would instantly criminalize how thousands of tax-paying residents already live, forcing displacement, financial hardship, and in some cases homelessness.

At a time when housing is already scarce and unaffordable, it is counterproductive to eliminate existing, functioning housing stock—particularly housing that is occupied, maintained, and relied upon by working families, retirees, and individuals on fixed incomes. Many property owners depend on rental income to cover rising property taxes, insurance, utilities, and maintenance costs. Removing that income does not improve safety; it simply pushes people closer to financial instability.

The proposed restrictions on rural short-term rentals would also severely impact tourism, a cornerstone of the Olympic Peninsula's economy. Olympic National Park sees millions of visitors each year, and hotel capacity alone cannot support that demand. Short-term rentals, Hipcamps, and small rural lodging options are essential infrastructure. When visitors cannot find legal lodging, they either do not come—or they come unprepared, increasing illegal camping and straining public resources. Restricting or banning these options risks harming the very communities and services that tourism supports.

At the heart of this issue is property rights. Clallam County residents pay taxes, care for their land, and contribute to their communities. Policies that suddenly prohibit long-accepted and reasonable uses of private property undermine trust in local government and penalize people who are already doing their best to comply.

This is not an argument against safety, reasonable standards, or thoughtful regulation. It is a plea for proportionality, flexibility, and collaboration. Treating rural homeowners, retirees, and working families as lawbreakers overnight is neither fair nor effective policy.

I urge the commissioners to reject these proposed revisions in their current form and instead work with residents to develop solutions that protect safety while preserving housing availability, tourism, and the economic realities of life in rural Clallam County.

The future of our county should be shaped by thoughtful, community-informed governance—not by sweeping decisions that destabilize families and livelihoods in the name of regulation.

Respectfully,

Corrine Reed

Clallam County Property Owner & Small Business Owner

## Gores, Loni

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**From:** Brian Albright <brian@albrightnetworks.com>  
**Sent:** Tuesday, January 20, 2026 5:44 AM  
**To:** Gores, Loni  
**Subject:** FW: Opposition to Proposed Housing and Rental Restrictions

You don't often get email from brian@albrightnetworks.com. [Learn why this is important](#)

Dear Commissioners Randy Johnson, Micheal French, Mark Ozias,

I am writing to express my strong opposition to the proposed revisions that would impose additional restrictions on unpermitted housing and short-term rentals in Clallam County. These changes would not only exacerbate the housing crisis but also negatively impact property values, tourism, and the economic stability of our community.

Rather than adding restrictions, the permitting process should be streamlined and accelerated. Current delays and complexities already create unnecessary barriers for responsible property owners. Introducing further limitations will force good, law-abiding residents to leave the county, as many are already considering. This outcome would reduce property values and diminish the county's tax base—an outcome that benefits no one.

As a business owner in Clallam County, I have firsthand experience with the importance of flexible housing options. I currently house two U.S. Coast Guard personnel in rentals that occasionally serve as short-term accommodations between tenants. In the past, I have provided housing for the Superintendent of the Sequim School District, a new Port Angeles Police officer, and a doctor who later became our County Chief Medical Officer. Both of my units are accessory dwelling units (ADUs) on my property—one permitted and one a tiny home. All applicable rules have been followed, and permits have been obtained where required. These arrangements have supported essential workers and professionals who contribute significantly to our community.

Restricting these options will not improve safety or affordability. Instead, it will displace residents, reduce available housing, and undermine tourism—a critical economic driver for the Olympic Peninsula. The county should focus on policies that ease the housing shortage, not worsen it. Efforts should prioritize collaboration with residents to create reasonable, incremental regulations that protect safety while preserving housing and economic vitality.

The last thing Clallam County needs is to waste tax dollars on measures that reduce housing availability and erode its tax base. I urge the commissioners to reject these proposed revisions and work toward solutions that strengthen, rather than destabilize, our community.

Thank you for your attention to this matter.

Sincerely,  
Brian Albright



Brian Albright  
Albright Managed Networks, LLC  
360.775.3177 direct  
360.452.6305 help desk  
[Schedule a meeting with me:](#)  
[www.albrightnetworks.com](http://www.albrightnetworks.com)

## Gores, Loni

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**From:** Jessica Bekkevar <jessicabekkevar@gmail.com>  
**Sent:** Tuesday, January 20, 2026 6:12 AM  
**To:** Gores, Loni  
**Subject:** Ordinance

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All I have to say is this is ridiculous. To insert yourself on what people can and can't do on their own property is low. Shame on you Clallam County. You have a bigger problems to worry about. I hope you really consider the negative effect this is going to have on so many.

## Gores, Loni

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**From:** Rebecca Hamlin <rlhamlin76@gmail.com>  
**Sent:** Tuesday, January 20, 2026 6:19 AM  
**To:** Gores, Loni  
**Subject:** Commissioner Meeting

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Dear Commissioners Randy Johnson, Micheal French, Mark Ozias,

I am writing to express my strong opposition to the proposed revisions that would impose additional restrictions on unpermitted housing and short-term rentals in Clallam County. These changes would not only exacerbate the housing crisis but also negatively impact property values, tourism, and the economic stability of our community.

Rather than adding restrictions, the permitting process should be streamlined and accelerated. Current delays and complexities already create unnecessary barriers for responsible property owners. Introducing further limitations will force good, law-abiding residents to leave the county, as many are already considering. This outcome would reduce property values and diminish the county's tax base—an outcome that benefits no one.

As a bookkeeper in Clallam County, I have firsthand knowledge as to the importance of these short term rentals and ADUs, and the tax revenue they bring in. These arrangements have supported essential workers and professionals who contribute significantly to our extremely rural community.

Restricting these options will not improve safety or affordability. Instead, it will displace residents, reduce available housing, and undermine tourism—a critical economic driver for the Olympic Peninsula. The county should focus on policies that ease the housing shortage, not worsen it. Efforts should prioritize collaboration with residents to create reasonable, incremental regulations that protect safety while preserving housing and economic vitality.

The last thing Clallam County needs is to waste tax dollars on measures that reduce housing availability and erode its tax base. I urge the commissioners to reject these proposed revisions and work toward solutions that strengthen, rather than destabilize, our community.

Thank you for your attention to this matter.

Sincerely,  
Rebecca Hamlin  
Forks WA

## Gores, Loni

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**From:** Kala M <sassimcg@gmail.com>  
**Sent:** Tuesday, January 20, 2026 7:38 AM  
**To:** Gores, Loni  
**Subject:** Proposed revisions to county regulations

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Loni and fellow commissioners,

It was brought to my attention that you are meeting today to vote on revisions to county regulations regarding rental rights for private landowners in Clallam County.

As property owners in Clallam County who pay regular taxes, I would ask that you do not pass these revisions.

Short term rentals, air bnb style housing, as well as many other alternative housing options on private property should continue to be allowed. It is a gross overreach for the county commissioners to enact such a revision.

Clallam county relies heavily on tourism and many private land owners are what enable tourism to be a thriving and supporting economy. It is also private land owners that make housing for many vital occupations such as health care and the Coast Guard possible.

Though your goal may be to address other situations, restrictions on private land owners is not the solution.

Thank you,  
Kala McGlashan

## Gores, Loni

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**From:** century mail service <tomwells@centurytel.net>  
**Sent:** Tuesday, January 20, 2026 8:04 AM  
**To:** Gores, Loni  
**Subject:** commission vote on housing

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I want to oppose the ban a on temporary or additional housing on private property.  
Mother-in-law type housing should not be effected. Regulation of such housing may be okay but banning all those types of housing is not acceptable. Other means of creating new housing should be explored. Such as incentives to build new housing, apartments, developments etc.  
Linda and Tom Wells P.O. Box 417 Forks WA 98331 both voters  
415 G street.

## Gores, Loni

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**From:** Christopher Odland <christopherodland@gmail.com>  
**Sent:** Tuesday, January 20, 2026 8:15 AM  
**To:** Gores, Loni  
**Subject:** legislation

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Hello,

I've never emailed, called, or gotten involved with any county legislation before, but this current issue has forced me to become active in local politics. Please do not move forward with the proposed legislation impacting impoverished people trying to find lodging in less than ideal living conditions. It will create countless homeless people and radically exacerbate the existing housing crisis. The vast majority of the county is against this, and will vote out the people who purposefully harm such a large demographic of the people they are supposed to represent. We need the board to shut down this legislation. There are other ways of addressing the housing issue that don't leave so many people destitute. Listen to your people. Shut this down now.

Respectfully,  
-Christopher Odland - a voter in Clallam County

## Gores, Loni

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**From:** Sandy Lawrence <sandy273ll@gmail.com>  
**Sent:** Tuesday, January 20, 2026 8:36 AM  
**To:** Gores, Loni  
**Subject:** January 20 Council Meeting

You don't often get email from sandy273ll@gmail.com. [Learn why this is important](#)

I just learned about the 10:00am vote at today's council meeting. This blanket proposal is obviously a very large stretch. I personally know of 6 people who are living on personal property in various home living types. All 6 of them are assisting the people that own and live on the property. Many folks want to stay in their own homes, yet need someone to care for them. These situations are needed and should never be banned.

Our housing is in short order already. Homeowners should be allowed to have their additional living quarters attached to their electricity and plumbing. If your blanket proposal is approved these are included.

Please step back and take time to view the entire picture. Yes, homeless living along our streets is not what we are talking about. They are a visual nuisance. And do not have the adequate living facilities a having an accessory unit of private property can afford.

Sandra Lawrence  
709 S Ennis Street  
Port Angeles, WA 98362  
3604609595

## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 20, 2026 8:36 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9065 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name	Michael
Last Name	Misselwitz
Email	mrmiselwitz@gmail.com
Phone	9492123213
Subject	Keep Short-Term Rentals in Clallam County
Comments	<p>Hello, as someone who discovered the beauty of the Olympic Peninsula through Hipcamp and Air BnB, fell in love with the area then later moved here, and now serves as a steward of the community helping keep Port Angeles clean and safe—I'm writing to encourage you, please DO NOT ban short-term rentals in the area.</p> <p>They are the key driver of positive growth in the community, albeit slow. They introduced newcomers to the area and create future stewards and wardens, protectors of the county. Beyond that, without tourism, this town is a dying breed. Fishing and Logging, no longer support the residence, and short-term accommodations in town, like hotels are overrun and outdated with prices unreasonably high for the quality of state that you receive.</p> <p>As mentioned, my fiance and I moved to Clallam County six months ago and plan to raise our children and grandchildren here. Currently, the vast majority of residence in the county are 51 or older, making myself and other newer, younger homeowners in the county the next guard. We need short term rentals to keep the areas growth positive. It helps introduce good, employed and high functioning people to the area, and keeps our streets, filled with working class folks, not homeless.</p> <p>Furthermore, campgrounds and short-term rentals in our area (crescent beach, Olympic np campgrounds are over-impacted, and the lack of private campground options equates to people,</p>

camping out roadside, littering, still passing through our town and trashing it, rather than being invited in to take part in it.

Exclusivity and keeping people out will not benefit this town. Please reconsider your decision to ban short term rentals. Thank you very much for your time.

Sincerely,  
Michael Misselwitz  
Concerned citizen, Clallam County

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## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 20, 2026 8:40 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9066 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name	Jake
Last Name	Purvis
Email	Purvispharmd@gmail.com
Phone	3604771937
Subject	Please don't limit short term rentals in Clallam county
Comments	<p>Please:</p> <ol style="list-style-type: none"><li>1. Remove the "one vacation rental per parcel" restriction, which is arbitrary, excessive, and unsupported by evidence.</li><li>2. Remove the mandatory owner-occupancy requirement, which is inequitable, discriminatory, and constitutionally questionable.</li><li>3. Replace these restrictions with reasonable, impact-based standards that protect neighborhood integrity without infringing on lawful property rights.</li></ol> <p>Thank you for your consideration</p>

#### Please Note

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## Gores, Loni

---

**From:** Amanda Stanley <amandalh@hotmail.com>  
**Sent:** Tuesday, January 20, 2026 8:42 AM  
**To:** Gores, Loni  
**Subject:** RVs, Hipcamps and STRs

[You don't often get email from amandalh@hotmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Dear County Commissioners,

I am just learning that there is a discussion on the table in regards to a few matters regarding personal property. Although it may be too late, I would like to weigh in.

I am not going to pretend that I have all the answers. The topic of residing in an RV is complicated. I fully understand that times are tough for so many in our county. I feel for all of those that aren't lucky enough to have housing. It's heartbreaking. That being said, it's not feasible to allow permanent RV residency without restrictions and code enforcement.

As someone who had a residence in Joyce and is very active in the community, I am aware that many of these RVs are being lived in without necessary utilities that equate to sanitary conditions. People are going to the bathroom in their yard. Children are living without running water and without regulations they will continue to live in deplorable conditions. There is more than one property on my road with numerous trailers living without running water and septic. Among the drug addicted adults are children who are fixed to live in unhealthy situations. In under ten years there have been 3 RVs that have caught fire and burned into a total loss. Each one of these RVs contained ammunition creating an even further scary situation. One RV fire happened two properties away from me. Not only could the fire have spread and taken my house, it could have resulted in a loss of life, such as the trailer fire on Gasman Rd. that took the life of a child. I had to evacuate my 85 year old neighbor who can't walk that lives between me and the property with the fire.

I have confidence that you will take this into consideration with your decision making.

Please continue to require permits for camping on private property (hipcamps.) Neighbors need to be able to way in as this absolutely affects their right to quiet enjoyment. A neighbor of mine had a unpermitted hipcamp that advertised 20 occupants and had no water or proper waste disposal. Again, not sanitary. This resulted in vacationers partying and waking up myself and my children frequently.

I have written at length about my opinion regarding STRs in the past. This time I will try to keep it short. I'm not going to ask for a ban, however, can we create a limit? When owners have 6 Airbnbs, when they used to have long-term rentals, it becomes greed over need. These are diminishing long term housing & due to a lack of LTRs we have had hard working, contributing, resourceful people leave our county and, even worse, families left without housing. Let's stop prioritizing tourists over residents.

I don't envy the backlash you receive with complicated decisions such as these so, I thank you for tackling the hard topics.

Respectfully,

Amanda Stanley  
(360) 808-0595

## Gores, Loni

---

**From:** Jason Minnoch <jason.minnochpa@gmail.com>  
**Sent:** Tuesday, January 20, 2026 8:48 AM  
**To:** Gores, Loni  
**Subject:** Property Concerns for Today's work session.

You don't often get email from jason.minnochpa@gmail.com. [Learn why this is important](#)

Dear Commissioners,

I am writing as a resident of Clallam County to respectfully share my concerns regarding potential policy changes currently under discussion.

I appreciate the time and effort the Commission dedicates to governing our county, and I recognize the challenge of balancing growth, regulation, and community needs. That said, I am concerned about how some of the proposed changes may affect property owners and the long-standing rural character of our county.

### Property Rights and Reasonable Use

Property owners in Clallam County should retain the right to reasonably use and improve their land without unnecessary restriction. Many residents choose to live here specifically because of the independence, self-sufficiency, and flexibility that rural living provides. Policies that overly limit how property owners can use their land risk undermining these values and placing additional burdens on those who are already working to remain compliant and responsible.

### Accessory Dwelling Units and Recreational Vehicles

I strongly encourage the Commission to consider allowing more than one accessory dwelling unit (ADU) per property, as well as permitting more than one recreational vehicle per parcel. These options provide critical flexibility for families, caregivers, multigenerational households, and individuals facing housing challenges. They also offer practical, lower-cost housing solutions without requiring large-scale development or significant infrastructure expansion.

Expanding these allowances would support affordability, keep families together, and help residents remain in the county rather than being priced out. For many rural properties, these uses are reasonable, low-impact, and consistent with the character of the land.

#### Transparency and Public Input

I respectfully ask that the Commission ensure transparency throughout this process and provide meaningful opportunities for public input before any final decisions are made. Many residents want to participate constructively and understand how new policies will be implemented and enforced.

Thank you for your service to Clallam County and for taking the time to consider these concerns. I appreciate your consideration and would welcome continued communication as these discussions move forward.

Respectfully,

Jason Minnoch

Clallam County Resident

385 Brown Road

360-808-8377

## Gores, Loni

---

**From:** Jason Minnoch <jason.minnochpa@gmail.com>  
**Sent:** Tuesday, January 20, 2026 9:02 AM  
**To:** Gores, Loni; Ozias, Mark; mike.french@clallamcounty.gov; Johnson, Randy  
**Subject:** Property Concerns for Today's Meeting  
**Attachments:** Public\_Comment\_Clallam\_County\_Letterhead.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Please see attached.

**Jason Minnoch**  
385 Brown Road  
Port Angeles, WA

January 20, 2026

**Clallam County Board of Commissioners**

Mark Ozias, Commissioner  
Randy Johnson, Commissioner  
Mike French, Commissioner

**Re: Public Comment on Proposed Policy Changes Affecting Property Owners and Housing in Clallam County**

Dear Commissioners,

I am writing as a Clallam County resident to formally submit public comment regarding potential policy changes currently under consideration.

I appreciate the Commission's service and the responsibility involved in guiding the county's future. However, I am deeply concerned that additional restrictions may unintentionally harm residents who are already struggling with high costs of living, rising property taxes, and reduced income opportunities.

**Property Rights and Rural Use**

Property owners in Clallam County must retain the right to reasonably use their land. Many of us choose to live here because of the independence and flexibility rural property provides. Overregulation risks eroding these values and placing further financial and logistical strain on responsible property owners.

**Housing Flexibility: ADUs and RVs**

Allowing more than one accessory dwelling unit (ADU) per property and permitting more than one recreational vehicle per parcel would provide immediate, low-impact housing flexibility. These options support multigenerational families, caregivers, workforce housing, and residents facing affordability challenges—without requiring major infrastructure expansion or dense development.

**Loss of Rental Income and Economic Pressure**

The City of Port Angeles has already eliminated a critical income source for many residents, including myself, through restrictions on short-term rentals such as Airbnb and VRBO. On the Olympic Peninsula, most households require two full-time incomes simply to remain stable. Even then, supplemental income is often necessary to cover property taxes, utilities, insurance, and maintenance.

Rental opportunities of all kinds—short-term, long-term, ADUs, or RV accommodations—are not luxuries; they are essential tools that allow residents to remain housed and financially viable. Further limiting these options at the county level would compound existing economic pressure and push more residents out of the community.

**Request for Transparency and Public Input**

I respectfully request that the Commission ensure full transparency in this process and provide meaningful opportunities for public engagement before adopting any new policies. Residents want to work collaboratively with the county and be part of solutions that protect both community character and economic stability.

Thank you for considering this public comment and for your service to Clallam County.

Respectfully,

Jason Minnoch

## Gores, Loni

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**From:** Roger Goettling <rogergo4@gmail.com>  
**Sent:** Tuesday, January 20, 2026 9:01 AM  
**To:** Gores, Loni  
**Subject:** unpermitted structures/Air BnB

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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I (we) feel strongly that that county should NOT be adding any new restriction to our private land use. Affordable living is imperative in this County.

## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 20, 2026 9:03 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9067 for Contact the Clerk of the Board

**Follow Up Flag:** Follow up  
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### Contact the Clerk of the Board

First Name	Chantelle
Last Name	Holgerson
Email	chantelleholgerson07@gmail.com
Phone	3604617887
Subject	Protect Housing, Property Rights, and Local Livelihoods
Comments	<p>I'm writing as a local resident and short-term rental host, and also as someone who would be directly impacted by these proposed changes.</p>

I currently live in an apartment loft over a garage on someone else's property. This arrangement allows me to live affordably, work locally, and remain part of this community. Under the proposed revisions, my housing—and the homeowners who rent to me—could suddenly be deemed noncompliant, despite being safe, maintained, and long-standing. That would directly impact not only me, but the family who has opened their property to provide housing.

In Clallam County, nontraditional housing like ADUs, garage apartments, RVs, cabins, and tiny homes are not fringe cases—they are essential. Many people live this way out of necessity, not preference. Criminalizing these housing types would displace thousands of tax-paying residents who are already housed and contributing to their communities.

Short-term rentals are equally vital to our local economy. With millions of visitors coming to Olympic National Park each year, hotels alone cannot meet demand. Small, rural lodging options support local businesses—from grocery stores and gas stations to cleaners, tradespeople, and service workers.

Limiting or banning these rentals doesn't eliminate tourism; it pushes visitors into illegal camping or deters them entirely.

Property rights matter. Residents who maintain their land, pay taxes, and operate responsibly should not be treated as lawbreakers for using their property in ways that have long been common and accepted here. Blanket bans remove existing housing, destabilize incomes, and erode trust in local government without improving safety or affordability.

If the goal is safety and livability, the solution is reasonable, incremental regulation, not sweeping prohibitions that harm residents, housing stability, and the rural character of Clallam County.

Please work collaboratively with residents to create policies that protect safety without displacing people or dismantling housing that already works.

Thank you for your time and consideration.

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## Gores, Loni

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**From:** annie blossom <annieblossomm@gmail.com>  
**Sent:** Tuesday, January 20, 2026 9:10 AM  
**To:** Gores, Loni  
**Subject:** regarding today's comminssioners meeting/do you want more homeless people in our streets?!!

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It has come to my attention thru the community about the proposed revisions to county regulations that would prohibit people from living or renting on their own private property.

What are you trying to do to his retirement community already living on a budget? A blanket ban on living or rent these structures would instantly criminalize how thousands of tax-paying citizens already live, forcing displacement and homelessness.

when housing is already scarce and unaffordable, it defied logic to remove existing housing stock. Many property owners are on fixed income and rely on these to cover the increasing cost of living, property taxes and inflation.

This is not an argument against safety or standards or thoughtful regulation. However, it is ABSURD to treat rural homeowners, retirees and working families as lawbreakers overnight while removing critical housing and lodging capacity from the already strained system.

The commissions should reject these proposed revisions and instead work collaboratively with residents to create policies that protect safety, preserve housing and support the economic reality of life here on the OlyPen. Don't let these decisions destabilize our community in the name of regulation.

Sincerely  
A Concerned citizen

## Gores, Loni

---

**From:** Kathryn Goettling <kgoettling51@gmail.com>  
**Sent:** Tuesday, January 20, 2026 9:16 AM  
**To:** Gores, Loni  
**Subject:** Clallam county STR restrictions

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Being residents and property owners in Clallam County for decades, raising our children here and many of them making this their own home base, I feel the county could spend their time and efforts on other improvements rather than impeding on rights of property owners and placing further restrictions on how we use our own land

Respectfully,  
Kathryn Goettling

## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 20, 2026 9:19 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9068 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name	Larissa
Last Name	Garrison
Email	larissa.garrison.777@gmail.com
Phone	3609123369
Subject	Community development 3a
Comments	Hello, I've lived here my entire life, I'm a single mother that does housekeeping for Airbnbs & other short term rentals. My income & many other mothers incomes rely heavily on Airbnbs not having more limitations. You already took away a lot of work. Please don't take away more. This is how I provide for myself and my son. This passing would devastate us.

#### Please Note

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## Gores, Loni

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**From:** Brandon Miller <73fisher30@gmail.com>  
**Sent:** Tuesday, January 20, 2026 9:25 AM  
**To:** Gores, Loni  
**Subject:** New zoning laws

You don't often get email from 73fisher30@gmail.com. [Learn why this is important](#)

Dear Ms. Gores and the Clallam County Board of Commissioners,

My name is [Your Name], and I am a resident and property owner in Clallam County. I am writing to express my concern regarding the proposed revisions to the Clallam County zoning code related to vacation rentals (e.g., Airbnb/Hipcamps) and Recreational Vehicle occupancy that are currently under review and scheduled for continued deliberation on January 20, 2026.

While I appreciate the County's efforts to clarify land-use standards and protect public health and safety, I am worried that portions of the draft ordinance may unintentionally restrict property rights or limit flexible income opportunities for rural residents and small property owners.

Specifically, I am concerned about:

Limits on the number of RVs permitted for occupancy and the requirements for Conditional Use Permits for additional RVs on a parcel.

Expansion of zoning regulations to include temporary rentals like Airbnb and Hipcamp-style uses — which could reduce economic opportunities for local families.

Potentially imposed infrastructure requirements or occupancy caps that exceed reasonable standards for rural properties.

I respectfully request that the Board consider reasonable flexibility in the final code, including: Ensuring that vacation rentals and RV stays can remain viable for rural property owners without overly burdensome permitting or occupancy restrictions.

Preserving opportunities for small hosts and Hipcamp-style operators to earn supplemental income that helps support local housing affordability.

Thank you for considering my comments and for the opportunity to submit written testimony. I hope the Board carefully weighs the economic impacts alongside public health goals as the ordinance evolves.

Sincerely,  
Brandon Miller  
Forks

## Gores, Loni

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**From:** Chris Niclas <chrisniclas@gmail.com>  
**Sent:** Tuesday, January 20, 2026 9:26 AM  
**To:** Gores, Loni  
**Subject:** Comments on Draft RV Use Ordinance – Clarity Observations

Discontinue You don't often get email from chrisniclas@gmail.com. [Learn why this is important](#)

Good morning Loni, I hope you've been able to enjoy the amazing weather over the last couple of days.

Would you mind forwarding the attached comments to the Commissioners? I had hoped to have this ready a bit sooner — thank you for your help.

Dear Commissioners and Community Development Staff,

Thank you for the continued work on the draft RV Use Ordinance and the related amendments to Title 33 and Title 21. I appreciate the opportunity to provide follow-up comments as the language has developed.

Below are several observations focused on **clarity and predictability**, not on expanding allowed uses. My intent is to help ensure the ordinance is applied consistently, relies on objective standards, and minimizes the need for interpretation by staff or property owners.

---

### Observation #1 – Clarifying the Definition and Treatment of Park Model RVs vs. RVs

#### What is unclear

- Title 33 defines a Park Model Recreational Vehicle as a trailer-type unit mounted on wheels, limited to 400 square feet, and certified under ANSI A119.5.
- Title 21 defines a Park Model as a unit that has lost its identity as a mobile unit, is permanently fixed on property, and is explicitly not considered a recreational vehicle under state law.

Because the term “Park Model Recreational Vehicle” includes “RV,” while the building code definition explicitly excludes RV classification, the same unit may reasonably be interpreted differently depending on which title is applied.

#### Why this matters

This is a clarity issue, not a policy issue. Without explicit clarification:

- Property owners may misunderstand which rules apply
- Staff may rely on different code sections
- Interpretation and enforcement may vary

#### Suggested clarification (no policy change)

“Although commonly referred to as an RV, a Park Model Recreational Vehicle is regulated separately

from recreational vehicles under this code and is not considered a recreational vehicle as defined by WAC 296-150R-0020.”

---

## **Observation #2 – Clarifying Occupancy ‘Triggers’ and Purpose**

### **What is unclear**

The ordinance references multiple timeframes (30 days and 90 days) in different chapters without explaining how they relate, making it reasonable for readers to assume these are limits on length of stay.

### **What the triggers mean**

- **30-day trigger:** Establishes when an occupied RV must comply with safety, utility, and placement standards such as approved water, septic or sewer, power, setbacks, and critical-area protections. It is not a stay limit.
- **90-day trigger:** An enforcement provision addressing unpermitted temporary housing. It does not apply to legally permitted and compliant RVs, park models, or dwelling units.

### **Why this matters**

Without clarification:

- Residents may believe they must move when they do not
- Property owners may unintentionally violate the code
- Staff may need to interpret intent rather than apply clear standards

### **Suggested clarification (no policy change)**

“The 30-day threshold establishes when RV safety and utility standards apply and is not a limit on length of stay. The 90-day threshold is an enforcement provision for unpermitted housing and does not apply to legally permitted RVs, park models, or dwelling units.”

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## **Observation #3 – Clarifying Conditional Use Permit (CUP) Standards for a Second RV**

### **What is unclear**

The ordinance allows one RV to be occupied outright and allows a second RV to be occupied with a Conditional Use Permit, but does not clearly state:

- Whether the CUP authorizes occupancy or only allows the RV’s presence
- Whether the same safety, utility, and placement standards apply to the second RV

### **Why this matters**

As written, property owners and staff must infer intent by cross-referencing multiple sections, creating uncertainty and inconsistent application.

**Suggested clarification (no policy change)**

State explicitly that a CUP for a second RV authorizes occupancy and requires compliance with all applicable standards in Chapter 33.58.

---

**Observation #4 – Clarifying How ADUs, Park Models, and RVs Interact on the Same Property**

**What is unclear**

- Title 21 states that a Park Model disqualifies an ADU while the Park Model is present.
- Title 33 does not clearly state whether occupied RVs affect ADU eligibility.
- No section clearly explains which chapter controls when standards appear to conflict.

**Why this matters**

Without clear coordination:

- Property owners may unintentionally violate the code
- Staff may rely on different chapters
- Enforcement may appear inconsistent even when well-intended

**Suggested clarification (no policy change)**

“The presence of a legally permitted accessory dwelling unit does not preclude occupancy of a recreational vehicle permitted under Chapter 33.58, and vice versa, unless expressly stated. Park Model placement remains governed by Chapter 21.06.”

---

**Observation #5 – Clarifying Nuisance and Enforcement Standards**

**What is unclear**

While many requirements are objective (water, septic, setbacks), the ordinance also relies on general nuisance and performance language that lacks measurable thresholds.

**Why this matters**

Without objective criteria:

- Compliance may depend on interpretation
- Staff may need to rely on judgment rather than standards
- Similar situations may be treated differently

**Suggested clarification (no policy change)**

Where possible, reference objective standards such as septic design capacity, approved water connections, setback distances, defined screening criteria, and existing noise or public disturbance codes.

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## **Observation #6 – Clarifying How STRs and Mid-Term Rentals Interact with RV and ADU Rules**

### **What is unclear**

The ordinance regulates vacation rentals, ADUs, Park Models, and RVs in separate chapters but does not clearly explain how rental use is classified when these categories overlap.

### **Why this matters**

Without clear classification:

- Lawful rentals may be mischaracterized
- Property owners may unknowingly violate the code
- Enforcement outcomes may vary

### **Suggested clarification (no policy change)**

“Accessory dwelling units, recreational vehicles, and Park Models used as rentals shall be regulated under their respective chapters, with Chapter 33.51 governing rental operations. Where standards conflict, the provisions specific to the housing type shall control.”

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Thank you for considering these comments. My intent is to support the County’s goals of protecting public health, clean water, and community livability by encouraging clear, objective, and consistently applied standards.

Respectfully,  
Cheerio Chris Niclas

## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 20, 2026 9:33 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9070 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name	Ashley
Last Name	Morris
Email	Violeylynn11211@gmail.com
Phone	3609123557
Subject	Newest STR
Comments	Hello! Im writing in as a cleaner for airbnbs/residential homes here in clallam county. Im am one of many BEGGING you to not pass this new law and exempt hotels. Airbnbs are my main source of income as a single mom where jobs are far and few between to actually survive the world and take care of my kids not exactly comfortably but we make it work. Im terrified taxing would greatly impact not mine but so many other mothers/fathers/businesses who all live and contribute to our wonderful town! Im legally registered, do my taxes every year to maintain this, pour my heart and soul into this life/guest experience and its just the most terrifying thing to think about possibly losing it all and again I feel like im speaking for a large amount of people 🙏 please please please reconsider!! Maybe not exempting hotels who already make so much money(I personally know the owners/general manager at the biggest hotel we have here) and they were always talking about the millions they pulled it. There has to be a way to keep it fair and right to everyone !

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## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 20, 2026 9:49 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9071 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name	Ashley
Last Name	Morris
Email	Violeylynn11211@gmail.com
Phone	3609124978
Subject	Newest STR
Comments	<p>Please reconsider this!! If more people would speak up about how they feel it would greatly impact the decisions. Additional housing is so essential here in clallam county whether its rv, loft space, tiny home its important we have space for our ever growing community! Not everyone is starting life off with a career we have college students, new parents, new community members relocating from other places we are always growing in a rising cost /low supply housing world and I just think it would greatly impact us in the wrong ways. Please reconsider and please dont take any means words people have to say about what you are doing beavause we are not in your shoes to tell! Im just hoping some of our words help change the decision or put a longer hold on the idea to see if there is a better plan. I appreciate everything you all do for our city and thank you for your time!</p>

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## Gores, Loni

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 20, 2026 10:02 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9072 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name	Ashley
Last Name	Peterson
Email	Ashleyp6711@gmail.com
Phone	3607759931
Subject	Short term rental, rv, adu, apartments, cabins etc
Comments	I'm writing as a local resident and short-term rental host, and also as someone who would be directly impacted by these proposed changes.

Last year my step father commuted adultery leaving my mom with a hefty mortgage and other payments that would have completely drowned her had she not brought in a renter to her property. This was no fault of her own and by passing this law she would become at risk of losing our family home where all five of us kids and grandkids have been raised. If she loses her home where is she to go? Pay another estimated 5-10,000 dollars to put down on a rental?

In Clallam County, nontraditional housing like ADUs, garage apartments, RVs, cabins, and tiny homes are not fringe cases—they are essential. Many people live this way out of necessity, not preference. Criminalizing these housing types would displace thousands of tax-paying residents who are already housed and contributing to their communities.

Short-term rentals are equally vital to our local economy. With millions of visitors coming to Olympic National Park each year, hotels alone cannot meet demand. Small, rural lodging options support local businesses—from grocery stores and gas stations to cleaners, tradespeople, and service workers. Limiting or banning these rentals doesn't eliminate tourism; it pushes visitors into illegal camping or deters them entirely.

Property rights matter. Residents who maintain their land, pay taxes, and operate responsibly should not be treated as lawbreakers for using their property in ways that have long been common and accepted here. Blanket bans remove existing housing, destabilize incomes, and erode trust in local government without improving safety or affordability.

If the goal is safety and livability, the solution is reasonable, incremental regulation, not sweeping prohibitions that harm residents, housing stability, and the rural character of Clallam County.

Please work collaboratively with residents to create policies that protect safety without displacing people or dismantling housing that already works.

Thank you for your time and consideration.

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## Gores, Loni

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**From:** joseph Soha <builtbyjoe@hotmail.com>  
**Sent:** Tuesday, January 20, 2026 10:03 AM  
**To:** Gores, Loni  
**Subject:** COMMUNITY DEVELOPMENT 3a

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Public comment on the proposed changes to the Ordinance amending and adding Title 33 Zoning. Strongly oppose this resolution. I believe it needs further review and input from the community.

Joe Soha  
Forks City Council Position 3  
Sent from [Outlook](#)

## Gores, Loni

---

**From:** Kristie Wehe <danegrrl@gmail.com>  
**Sent:** Tuesday, January 20, 2026 10:03 AM  
**To:** Gores, Loni  
**Subject:** Re: Proposed changes to Vacation Rentals, RVs and Park Models

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Dear Clallam County Board of Commissioners,

I'm writing to you today because I've been made aware of the proposed regulatory changes to the Clallam County rental code and I strongly oppose those changes. We already have a shortage of housing, both for permanent residents and for rentals, long- and short-term. These changes will serve to exacerbate those issues.

We are supposed to be a free market economy, and as such, I believe it's in the best interests of all to let the market decide. Renters will tell you if a place is unacceptable. They'll complain, leave bad reviews, and eventually, there will be no traffic to the rental. A sure signal to the owner of said rental that it's time to make some changes. Sites like Hipcamp, Airbnb and VRBO do an excellent job of providing a platform for renters to make their wishes known.

The county should regulate safety and environmental issues, like electrical systems, septic systems and lot line building codes. Not whether or not something is "inhabitable". As well, so long as those systems are sufficient, there should be no limit on number of dwellings per parcel without an acreage restriction. For example, perhaps it makes sense to limit number of dwellings on a less than one acre lot because we don't want to create crowding. But, there again, I say let the market decide. Plenty of people are happy living in mobile home parks.

Finally, this is government overreach, and as a citizen of what is supposed to be a country with a free-market economy, I have noticed a lot of government overreach creeping in over the years and I think it's time we start to take back our own power as citizens.

I am sorry that I've just become aware of this morning's meeting to discuss these matters, because I'd have liked to have made my voice heard. This letter is my way of making my voice heard as a property owner and tax payer in Clallam County.

Cordially,

Kristie Wehe  
Port Angeles

**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 20, 2026 10:04 AM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9073 for Contact the Clerk of the Board

## Contact the Clerk of the Board

First Name	Sara
Last Name	Shearer
Email	Sarajshearer@gmail.com
Phone	3604600636
Subject	Opposing short-term rental changes
Comments	<p>I'm writing as a local resident and short-term rental host, and also as someone who would be directly impacted by these proposed changes.</p>

I currently live in an apartment loft over a garage on someone else's property. This arrangement allows me to live affordably, work locally, and remain part of this community. Under the proposed revisions, my housing—and the homeowners who rent to me—could suddenly be deemed noncompliant, despite being safe, maintained, and long-standing. That would directly impact not only me, but the family who has opened their property to provide housing.

In Clallam County, nontraditional housing like ADUs, garage apartments, RVs, cabins, and tiny homes are not fringe cases—they are essential. Many people live this way out of necessity, not preference. Criminalizing these housing types would displace thousands of tax-paying residents who are already housed and contributing to their communities.

Short-term rentals are equally vital to our local economy. With millions of visitors coming to Olympic National Park each year, hotels alone cannot meet demand. Small, rural lodging options support local businesses—from grocery stores and gas stations to cleaners, tradespeople, and service workers. Limiting or banning these rentals doesn't eliminate tourism; it pushes visitors into illegal camping or deters them entirely.

Property rights matter. Residents who maintain their land, pay taxes, and operate responsibly should not be treated as lawbreakers for using their property in ways that have long been common and accepted here. Blanket bans remove existing housing, destabilize incomes, and erode trust in local government without improving safety or affordability.

If the goal is safety and livability, the solution is reasonable, incremental regulation, not sweeping prohibitions that harm residents, housing stability, and the rural character of Clallam County.

Please work collaboratively with residents to create policies that protect safety without displacing people or dismantling housing that already works.

Thank you for your time and consideration.

Please Note

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## Gores, Lori

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 20, 2026 10:15 AM  
**To:** Gores, Lori  
**Subject:** Online Form Submission #9075 for Contact the Clerk of the Board

### Contact the Clerk of the Board

First Name                      Lori  
Last Name                        Gray  
Email                              skilikeagirl@gmail.com  
Phone                              3604602080  
Subject                            STR regulations for Clallam County  
Comments                        To: Clallam County Board of Commissioners / Department of  
Community Development  
From: Lori Lynn Gray  
Address: 1522 S. Golf Course Road, Port Angeles Washington  
98362  
Date: 1/20/2026

Re: Objection to Proposed Restrictions on Short-Term/Vacation Rentals – Protection of Property Rights, Constitutional Principles, and Economic Fairness  
Dear Commissioners,

I am writing to formally object to the proposed vacation-rental regulations, specifically the provisions that (1) restrict a property owner to only one vacation rental per parcel, and (2) require that the property owner must reside on the same parcel to operate a vacation rental. These provisions constitute excessive, arbitrary, and legally questionable infringements on fundamental property rights. They go far beyond what is necessary to protect public safety or neighborhood character, and they impose severe and unnecessary burdens on responsible property owners and small-scale local operators. My objection is based on the following concerns:

- Washington State constitutional protections
- U.S. constitutional due-process and takings principles
- Well-established property-rights doctrines
- Practical policy concerns, including economic impacts and inequitable enforcement

I. Constitutional and Statutory Property Rights Concerns

Washington State Constitution – Article I, Section 16  
Washington's Constitution provides some of the strongest property-rights protections in the nation. Article I, Section 16 states:

"No private property shall be taken or damaged for public or private use without just compensation having first been made..."

While local governments may regulate land use, the Washington Supreme Court has repeatedly held that excessive or arbitrary restrictions—particularly those that strip away economically viable uses—can constitute a regulatory taking. A blanket prohibition such as limiting parcels to one vacation rental and requiring owner occupancy imposes severe economic burdens because it:

Eliminates viable use of duplexes, triplexes, multi-unit properties, and rural acreage with multiple structures

Converts previously lawful uses into prohibited ones without compensation

Discriminates against owners who cannot or do not choose to live onsite

Prevents owners from reasonably using or developing their property in line with historic or customary uses

These provisions significantly impair investment-backed expectations, an important factor in regulatory-takings analysis.

## II. Due Process and Equal Protection Concerns

### Substantive Due Process – Arbitrary and Capricious Restriction

Government regulations must have a rational, evidence-based connection to a legitimate public purpose. The proposed rules do not meet this standard.

The County has not provided evidence that multiple vacation rentals on the same parcel inherently cause harm, nor evidence that owner-occupied rentals are safer, quieter, or better managed than those operated by off-site owners. In many cases, professionally managed rentals demonstrate better compliance, maintenance, and responsiveness.

A regulation lacking rational basis is vulnerable under substantive due-process protections.

### Equal Protection – Unequal Treatment of Similarly Situated Owners

The owner-occupancy requirement creates two classes of property owners, favoring those who can live on-site over those who cannot. This distinction is arbitrary. For example:

A retired couple living on their property may operate a rental

A working family living ten minutes away may not

A second-home owner using the property occasionally may operate a rental

A local resident who lives elsewhere in the county may not

Such distinctions have no rational relationship to public health,

safety, or welfare.

### III. The “One Vacation Rental Per Parcel” Rule Is Excessively Restrictive

#### Disproportionate Burden on Rural and Multi-Unit Properties

Rural parcels often include multiple legally permitted dwellings or accessory units designed for rental or guest use. Limiting these parcels to one rental undermines prior investments, penalizes responsible land improvement, and creates inconsistency with zoning that already allows multiple dwelling units.

#### Lack of Relationship Between Unit Count and Public Impact

Concerns about noise, parking, wastewater, and neighborhood character depend on occupancy limits, enforcement, infrastructure capacity, and management—not on an arbitrary “one rental only” rule. If the County’s intent is to manage impacts, it should regulate impacts directly rather than prohibiting lawful uses.

### IV. Owner-Occupancy Requirements Are Unnecessary, Unfair, and Legally Vulnerable

#### No Evidence That Onsite Owners Improve Compliance

Many counties have rejected owner-occupancy requirements after finding that violations were more common among owner-occupied rentals, while professionally managed units had fewer incidents. Emergency response times were also comparable or better with licensed managers.

#### Disproportionate Impact on Working Families and Non-Wealthy Owners

Owner-occupancy requirements disproportionately burden teachers, nurses, military families, retirees, and those with disabilities or employment constraints who cannot live onsite. Meanwhile, wealthy second-home owners are unaffected. This creates an inequitable regulatory environment unsupported by legitimate governmental interest.

### V. Economic Importance of Vacation Rentals

Tourism is a major driver of Clallam County’s economy. Restricting vacation rentals will negatively impact local restaurants, grocery stores, guides, shops, and small businesses. Families visiting rural areas rely on vacation rentals where hotels are limited. Homeowners also depend on supplemental rental income to manage rising property taxes, maintenance, and mortgage obligations. These economic considerations should not be disregarded without compelling evidence, which has not been presented.

### VI. Less Restrictive and More Effective Alternatives

If the County’s goal is to ensure neighborhood compatibility, more appropriate regulatory tools are available, such as:

Noise, parking, and occupancy standards

A 24/7 local contact requirement

Good-neighbor policies  
Health and safety inspections  
Permit revocation for repeated violations  
Transitional caps in dense neighborhoods

These approaches address potential impacts without violating fundamental property rights.

VII. Request

For these reasons, I respectfully request that the County:

Remove the "one vacation rental per parcel" restriction.

Remove the mandatory owner-occupancy requirement.

Replace these provisions with reasonable, impact-based standards that protect neighborhoods while honoring property rights.

Conclusion

The right to reasonably use one's property is a deeply rooted constitutional principle. While regulation is appropriate, it must be proportionate, evidence-based, and consistent with constitutional protections. The current proposal does not meet these standards.

I respectfully request that the County revise the ordinance to reflect a fair, lawful, and balanced approach to vacation-rental regulation.

Thank you for your consideration.

Sincerely,

NAME: Lori Lynn Gray

ADDRESS: 1522 S. Golf Course Road, Port Angeles

Washington 98362

EMAIL: skilikeagirl@gmail.com

PHONE: 360-460-2080

Please Note

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## Gores, Loni

---

**From:** Racheal Turner <rachealturner74@yahoo.com>  
**Sent:** Tuesday, January 20, 2026 10:29 AM  
**To:** Gores, Loni  
**Subject:** Fw: 1/20/25 meeting-RV hearing-DO NOT CHANGE CODE

You don't often get email from rachealturner74@yahoo.com. [Learn why this is important](#)

----- Forwarded Message -----

**From:** Racheal Turner <rachealturner74@yahoo.com>  
**To:** loni.gores@clallamcountywa.gov <loni.gores@clallamcountywa.gov>; Mark.Ozias@ClallamCountyWA.gov <mark.ozias@clallamcountywa.gov>; Randy.Johnson@ClallamCountyWA.gov <randy.johnson@clallamcountywa.gov>; Mike.French@ClallamCountyWA.gov <mike.french@clallamcountywa.gov>  
**Cc:** racheal turner <rachealturner74@yahoo.com>  
**Sent:** Tuesday, January 20, 2026 at 08:26:23 AM PST  
**Subject:** 1/20/25 meeting-RV hearing-DO NOT CHANGE CODE

I am writing to disagree with any additional language or changing any existing language in our codes to make it harder for people to utilize their RVs on their own property.

**\*I am NOT able to attend today's meeting in person as I am a working member of our county, and this meeting falls into the middle of the workday.**

I am a long-time resident of Clallam County, as well as property owner. I do see the issue with homeless living in RVs throughout our county, but changing the code to make it harder for LAW ABIDING HOMEOWNERS is not the answer. The world is not the same as it was 20 years ago, and people are doing what they can to get by.

1. I should be able to live in an RV as long as I need on my own property as long as it's not breaking any other codes/laws (IE: sanitation on the ground). If I am building a house, and living in an RV while it's built, it's none of your business how long I live in said RV. Nor is it your business even if I was not building a house.
2. I should be able to allow other family members to live in my RV on MY property as long as it's not breaking any other codes/laws (IE: sanitation on the ground). I can do what I want with my property. Isn't it better to have said family sheltered then struggling in this economy?
3. I should be able to have more than 1 RV on my property without your say, again as long as sanitation is taken care of.

Please don't continue with these ridiculous additions to code. **We, as PROPERTY OWNERS IN CLALLAM COUNTY, DO NOT WANT THESE CHANGES.** You were voted in by community members, listed to what they want and DO NOT add these ridiculous restrictions on our own properties.

Thank you,  
Racheal Turner  
Clallam County Property owner, and resident since 1988.

## Gores, Loni

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**From:** Sarah Olson <sarahnw@me.com>  
**Sent:** Tuesday, January 20, 2026 6:37 AM  
**To:** Gores, Loni  
**Subject:** Oppose revision to to county regulations regarding alternative living

[You don't often get email from sarahnw@me.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

I just read this article on Facebook this morning and could not agree more with every point the author makes. We the people of Clallam county do not need more restrictive housing we need affordable living, affordable groceries, affordable gas, less taxes, etc. These restrictions will undoubtedly harm families and people living on the edge of homelessness.

On Tuesday, January 20, at 10 a.m. at the Clallam County Courthouse, three Clallam County Commissioners are poised to make a decision that could profoundly and negatively impact tens of thousands of residents, property owners, and visitors. Proposed revisions to county regulations would prohibit people from living in or renting unpermitted structures on private property and severely restrict or outright ban rural short-term rentals, such as Airbnb and Hipcamp. While framed as a regulatory cleanup, the real-world consequences would be devastating for housing stability, tourism, and basic property rights across the Olympic Peninsula.

Clallam County is home to roughly 80,000 people, many of whom live rurally, creatively, and affordably by necessity—not by choice. Cabins, garage apartments, A-frames, tiny homes, additions built decades ago, and other nontraditional dwellings are not fringe cases here; they are part of the fabric of life outside Sequim and Port Angeles, the rural areas of Joyce to Forks, Sekiu to Clallam Bay, and out to the Pacific Ocean.

A blanket ban on living in or renting these structures would instantly criminalize how thousands of tax-paying citizens already live, forcing displacement, financial hardship, and, in some cases, homelessness.

At a time when housing is already scarce and unaffordable, it defies logic to remove existing housing stock—especially housing that is currently occupied, maintained, and paid for. Many tenants in these units rely on them precisely because they are more affordable than conventional rentals. Many property owners, particularly seniors and individuals on fixed incomes, rely on rental income to cover the increasing costs of property taxes, insurance premiums, utilities, and maintenance. Eliminating this income does not improve safety or affordability; it simply pushes people closer to financial collapse.

The impact on tourism would be equally severe. Olympic National Park sees approximately 3.6 million visitors each year. These visitors cannot all stay in hotels, nor can they rely solely on campgrounds that often book out months in advance. Short-term rentals, Hipcamps, and small, rural lodging options are not luxuries—they are essential infrastructure for the Peninsula's tourism economy. Limiting rentals to one per property or banning many of them outright raises a simple question: where are visitors supposed to stay?

Tourism supports local businesses, from grocery stores and gas stations to restaurants, outfitters, and cleaning services. When visitors cannot find lodging, they do not come—or they come unprepared, increasing illegal camping and straining

public resources. Ironically, banning legal, regulated short-term rentals may worsen exactly the problems the county claims to want to solve.

There is also a deeper issue at stake: PROPERTY RIGHTS. Clallam County residents pay taxes, maintain their land, and contribute to their communities. A policy that suddenly forbids them from using their own property in ways that have long been common and accepted is an overreach that undermines trust in local government.

Regulation should be reasonable, incremental, and responsive to local realities—not a blunt instrument that punishes non-compliance while economically injuring those who do comply.

This is not an argument against safety, standards, or thoughtful regulation. However, it is unreasonable to treat rural homeowners, retirees, and working families as lawbreakers overnight, while removing critical housing and lodging capacity from an already strained system.

Clallam County faces real challenges, but prohibiting living in safe and sanitary ways of our choosing on our own properties and slashing rural Airbnb or Hipcamp options is not a solution—it is a self-inflicted wound. It risks making thousands homeless, undercutting tourism, and stripping residents of the right to responsibly use their own property.

The commissioners should reject these proposed revisions and instead work collaboratively with residents to create policies that protect safety, preserve housing, and support the economic reality of life on the Olympic Peninsula.

The future of Clallam County should be shaped by thoughtful governance, not by decisions that destabilize communities in the name of regulation.

Please email the Clerk of the Board with your opinion on these issues, or come to the meeting and voice your concerns.

Loni.Gores@clallamcountywa.gov

Sent from my iPhone

## Gores, Loni

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**From:** Steadfast Plumbing <plumbingsteadfast@gmail.com>  
**Sent:** Tuesday, January 20, 2026 11:47 AM  
**To:** Gores, Loni  
**Subject:** Urgent statement regarding proposed housing/property revisions

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Good morning. My name is Brandy Collins. My husband Blaine and I are residents of Clallam County. We own our own property here. We are raising our four sons here, and we own and operate a Clallam County business.

In speaking with other residents of this county, we have found a unanimous opposition to the proposed revisions to county property regulations regarding RV limitations. These revisions would prohibit people from living in or renting unpermitted structures on their own private property and would severely restrict or outright ban rural short-term rentals, such as Airbnb and Hipcamp.

While this is being framed as a regulatory cleanup, the real-world consequences would be absolutely devastating for housing stability, tourism, and basic property rights across the Olympic Peninsula.

Clallam County is home to roughly 80,000 people, many of whom live rurally, creatively, and affordably by necessity—not by choice.

Cabins, garage apartments, A-frames, tiny homes, additions built decades ago, and other nontraditional dwellings are not fringe cases here; they are part of the fabric of life outside Sequim and Port Angeles, the rural areas of Joyce to Forks, Sekiu to Clallam Bay, and out to the Pacific Ocean.

A blanket ban on living in or renting these structures would instantly criminalize how thousands of tax-paying citizens already live, forcing displacement, financial hardship, and, in some cases, homelessness.

At a time when housing is already scarce and unaffordable, it defies logic to remove existing housing stock—especially housing that is currently occupied, maintained, and paid for.

Many tenants in these units rely on them precisely because they are more affordable than conventional rentals.

Many property owners, particularly seniors and individuals on fixed incomes, rely on rental income to cover the increasing costs of property taxes, insurance premiums, utilities, and maintenance.

Eliminating this income does not improve safety or affordability; it simply pushes people closer to financial collapse.

The impact on tourism would be equally severe. Olympic National Park sees approximately 3.6 million visitors each year.

These visitors cannot all stay in hotels, nor can they rely solely on campgrounds that often book out months in advance. Short-term rentals, Hipcamps, and small, rural lodging options are not luxuries—they are essential infrastructure for the Peninsula's tourism economy.

Limiting rentals to one per property or banning many of them outright raises a simple question: where are visitors supposed to stay?

Tourism supports local businesses, from grocery stores and gas stations to restaurants, outfitters, and cleaning services.

When visitors cannot find lodging, they do not come—or they come unprepared, increasing illegal camping and straining public resources.

Ironically, banning legal, regulated short-term rentals may worsen exactly the problems the county claims to want to solve.

Clallam County residents pay taxes, maintain their land, and contribute to their communities.

A policy that suddenly forbids them from using their own property in ways that have long been common and accepted is an overreach that undermines trust in local government.

Regulation should be reasonable, incremental, and responsive to local realities—not a blunt instrument that punishes non-compliance while economically injuring those who do comply.

This is not an argument against safety, standards, or thoughtful regulation. However, it is unreasonable to treat rural homeowners, retirees, and working families as lawbreakers overnight, while removing critical housing and lodging capacity from an already strained system.

Clallam County faces real challenges, but prohibiting living in safe and sanitary ways of our choosing on our own properties and slashing rural Airbnb or Hipcamp options is not a solution—it is a self-inflicted wound.

It risks making thousands homeless, undercutting tourism, and stripping residents of the right to responsibly use their own property.

The commissioners should reject these proposed revisions and instead work collaboratively with residents to create policies that protect safety, preserve housing, and support the economic reality of life on the Olympic Peninsula.

The future of Clallam County should be shaped by thoughtful governance, not by decisions that destabilize communities in the name of regulation.

With regards,

--Brandy and Blaine Collins



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**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 20, 2026 1:20 PM  
**To:** Gores, Loni  
**Subject:** Online Form Submission #9079 for Contact the Clerk of the Board

## Contact the Clerk of the Board

First Name p  
Last Name r  
Email prrnbsn@gmail.com  
Phone 3603579332  
Subject Done with you corrupt officials who are out of touch and DON'T CARE ABOUT US!

Comments  
Clallam County residents pay taxes, maintain their land, and contribute to their communities. A policy that suddenly forbids them from using their own property in ways that have long been common and accepted is an overreach that undermines trust in local government.  
Regulation should be reasonable, incremental, and responsive to local realities—not a blunt instrument that punishes non-compliance while economically injuring those who do comply. This is not an argument against safety, standards, or thoughtful regulation. However, it is unreasonable to treat rural homeowners, retirees, and working families as lawbreakers overnight, while removing critical housing and lodging capacity from an already strained system.  
Clallam County faces real challenges, but prohibiting living in safe and sanitary ways of our choosing on our own properties and slashing rural Airbnb or Hipcamp options is not a solution—it is a self-inflicted wound. It risks making thousands homeless, undercutting tourism, and stripping residents of the right to responsibly use their own property.

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## Gores, Loni

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**From:** Kevin McSherry <kevinmcsherry77@gmail.com>  
**Sent:** Tuesday, January 20, 2026 6:55 AM  
**To:** Gores, Loni  
**Subject:** Housing Affordability Report for 1/20/26 meeting  
**Attachments:** Housing Report V3.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

 You don't often get email from kevinmcsherry77@gmail.com. [Learn why this is important](#)

Hi Loni,

My name is Kevin McSherry, and I am emailing you an Economic Research Report that I intend to present, along with a brief summary at today's meeting. I was told by the DCD that the meeting was tonight at 5 pm, and that I should just bring the report in hard copy, which I'm learning are both incorrect. So, hopefully sending this in for the record now will streamline the board's ability to process this information a little bit, albeit not ideal. Thank you for your prompt handling of this information.

Regards,  
Kevin McSherry

# **Economic Research Report**

## **U.S. Housing Affordability Crisis in 2025**

### **Special Focus: Barriers to Homeownership for Young Adults and the Role of Accessory Dwelling Units (ADUs)**

Prepared for: Clallam County Planning Commission, Board of County Commissioners, and City of Sequim Planning Commission

Date: December 2025

Author: Independent Housing Economics Analysis – Grok AI

Reviewer: Patrick D. Griffin, Financial Advisor

## 1. Executive Summary

The U.S. housing market remains in a prolonged affordability crisis in late 2025. Despite modest inventory gains and a slight easing of mortgage rates, median home prices continue to rise, and the cost of homeownership now consumes an unsustainable share of household income for younger cohorts. First-time buyers under age 35 represent only 21% of all purchasers—the lowest share on record—with the median first-time buyer age reaching 40 years (National Association of Realtors, “2025 Profile”).

In Clallam County and the City of Sequim (ZIP 98382), local conditions mirror and often exceed national trends. Median listing prices in Sequim reached \$579,000 in December 2025 while median household income has stagnated, leaving only 39% of median-income households able to afford a median-priced home—down from 65% in 2018 (“Housing Costs”).

This report documents current national and local conditions, quantifies barriers facing millennials and Gen Z, and presents evidence-based policy recommendations centered on zoning reform to permit greater construction and rental of Accessory Dwelling Units (ADUs). Liberalizing ADU regulations offers Clallam County and Sequim a high-leverage, low-cost mechanism to increase the supply of naturally affordable rental and ownership units without requiring new land or major infrastructure investment.

## 2. Macroeconomic and Housing Market Conditions (Q4 2025)

Indicator	Current Level	YoY Change	Source
National Home Price Index (FHFA)	+2.2% (Q3)	Slowing	U.S. Federal Housing Finance Agency
30-Year Fixed Mortgage Rate (2025 avg)	6.64%	–40 bps from Jan peak	Freddie Mac
Existing-Home Sales (SAAR)	4.1 million (Oct)	+1.2% MoM, flat YoY	National Association of Realtors
Months’ Supply of Inventory	4.4 months (Oct)	+7.3% YoY	National Association of Realtors
Housing Completions (Single-Family)	1.09 million (annualized)	+6.7% expected 2025	U.S. Census Bureau
Estimated National Housing Shortfall	3.8–5.5 million units	—	Freddie Mac / Up for Growth

The market remains constrained by the mortgage-rate lock-in effect: approximately 82% of outstanding mortgages carry rates below 5% (Freddie Mac).

### Local Context: Sequim / Clallam County (Q4 2025)

- Median listing price (Sequim, Dec 2025): \$579,000 (Movoto)
- Median sale price (Sequim, Oct 2025): \$480,000 (Redfin)
- Median home value (Clallam County): \$474,000 (Zillow Research)
- Active listings (Sequim area): ~270–280
- Projected housing deficit by 2030 (Sequim UGA): 978 units (Aterio)
- Share of median-income households able to afford a median-priced home: 39% (down from 65% in 2018) (“Housing Costs”)

### 3. Homeownership Attainment by Age Cohort (2025)

Age Group	Share of All Buyers (2025)	Historical Average	Median Age of First-Time Buyer
Under 35	21%	38–40%	40 years (record high)
35–44	28%	25%	—
55+	41%	31%	—

Source: National Association of Realtors, “2025 Profile of Home Buyers and Sellers”

Key drivers of the collapse in young-adult homeownership (nationally and amplified locally):

- Required income to afford a median-priced home: +70% vs. 2019
- Median down payment for first-time buyers: ~\$41,000 (9% of purchase price)
- Millions more adults under 35 living with parents than a decade ago
- Investor all-cash purchases: ~29% of entry-level transactions in many markets

In Clallam County these pressures are intensified by stagnant wages and rapid price growth in a retiree-heavy market.

### 4. Economic Consequences of Delayed Household Formation

Delayed homeownership produces measurable macroeconomic and fiscal effects:

- Reduced household wealth accumulation (home equity remains the largest asset for 65% of middle-income families)
- Higher lifetime rental cost burden (46% of renters cost-burdened vs. 22% of owners)
- Lower geographic mobility and labor-market efficiency

- Increased pressure on local government services as young adults remain in parental homes longer

In Sequim and Clallam County, delayed independence strains family resources and limits long-term economic vitality in an aging community.

## 5. Accessory Dwelling Units as a Supply-Side Intervention

ADUs represent the most immediately deployable tool for adding housing units within existing neighborhoods.

Jurisdiction & Reform Period	Key Result
California (post-2017–2025 reforms)	>80,000 permits issued since 2016; ~25,000 in 2022 alone; 2025 laws further streamline legalization
Portland, OR (2010–2025)	~1,500 ADUs permitted; median rent ~32% below market; now allows up to 2 ADUs per lot
Minneapolis (2014–2025)	ADU permits ↑800%; no measurable neighborhood price depreciation

Average construction cost (2024–2025): \$180,000–\$280,000 per unit (vs. \$450,000+ for new single-family home). ADUs are disproportionately occupied by households earning <80% of area median income and by adults aged 25–34—precisely the demographic currently excluded from traditional homeownership.

Washington State law (HB 1337, fully effective 2025) already requires Clallam County and the City of Sequim to allow at least two ADUs (one attached + one detached) on every single-family lot within urban growth areas, with ministerial (non-discretionary) approval (Washington State Department of Commerce).

## 6. Policy Recommendations for Clallam County and Sequim Zoning Boards

To maximize housing production under the new state mandate:

1. Implement full by-right ministerial approval for up to two ADUs per single-family lot in all urban zones.
2. Eliminate owner-occupancy requirements, minimum lot-size thresholds, and excessive parking mandates (already required by state law).
3. Waive or substantially reduce impact fees and system-development charges for ADUs under 800 sq ft; allow separate utility billing.

4. Partner with local credit unions for low-document ADU loans and publish a library of pre-approved designs to achieve permitting in <30 days.
5. Offer property-tax abatements or additional density bonuses for owners who deed-restrict ADUs at  $\leq 80\%$  AMI rents for 10+ years.

## **7. Conclusion**

The 2025 U.S. housing market continues to price an entire generation out of homeownership. In Clallam County and Sequim, where affordability for median-income households has fallen to 39% and a 978-unit deficit is projected by 2030, the status quo is unsustainable.

Full embrace of Washington's 2025 ADU mandate—combined with the modest additional reforms recommended above—offers a politically viable, fiscally responsible, and rapidly implementable path to hundreds of new affordable units for young adults, essential workers, and aging-in-place seniors, all at virtually no cost to local taxpayers.

Clallam County and the City of Sequim have a rare opportunity to lead the state by removing remaining barriers and incentivizing ADU construction at scale.

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JAN 27 2026

# AGENDA ITEM SUMMARY

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

Department: G.I.S.

WORK SESSION  Meeting Date: Jan. 20, 2026

REGULAR AGENDA  Meeting Date: Jan. 27, 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

Documents exempt from public disclosure attached:

**Executive summary:**

Purchase order exceeds signatory limit of Department Director, and County Administrator, and requires counter-signature by the BOCC Chairperson.

**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?**

Approved budget funds are available for this Year 2 of 3 renewal for GIS ESRI services.

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

Request counter-signature by the BOCC Chairperson.

**County Official signature & print name:** MONICKA ANDERSON  
IT DIRECTOR

**Name of Employee/Stakeholder attending meeting:** CHAD THEISMANN

**Relevant Departments:** GIS

**Date submitted:** 01/12/2026

\* 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)





Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 12/05/2025  
**To:** Chad Theismann  
**Organization:** County of Clallam  
GIS Dept  
**Fax #:** 360-417-2470 **Phone #:** 360-417-2260

**From:** Michael Mann  
**Fax #:** **Phone #:** + 19093695000 Ext. 5000  
**Email:** mmann@esri.com

Number of pages transmitted  
(including this cover sheet): 4

Quotation #26325052  
Document Date: 12/05/2025

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<https://www.esri.com/en-us/cp/maintenance>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190936950005000

# Quotation

**Date:** 12/05/2025

**Quotation Number:** 26325052

**Contract Number:** SMALL GOVT ELA US

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Michael Mann

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

County of Clallam  
GIS Dept  
co IT Dept  
223 E 4th St Ste 13  
Port Angeles WA 98362-3000

**Attn:** Chad Theismann  
**Email:** chad.theismann@clallamcountywa.gov  
**Customer Number:** 10428

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
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Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to [ea\\_usage\\_reports@esri.com](mailto:ea_usage_reports@esri.com).

Thank you in advance for your prompt attention to this matter.

10	1	168179	60,300.00	60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy)				
Start Date: 01/31/2026				
End Date: 01/30/2027				
Subscription ID: 8986728083				

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>  
For questions related to the price change, please reach out to your assigned Esri Account Manager.

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190936950005000

# Quotation

Page 2

**Date:** 12/05/2025

**Quotation Number:** 26325052

**Contract Number:** SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

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<b>Item Subtotal</b>	60,300.00
<b>Estimated Taxes</b>	5,366.70
<b>Total</b>	<b>USD 65,666.70</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: + 190936950005000

# Quotation

Page 3

<b>Date:</b> 12/05/2025	<b>Quotation No:</b> 26325052	<b>Customer No:</b> 10428	<b>Contract No:</b> SMALL GOVT ELA US
Item	Qty	Material#	Unit Price      Extended Price

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Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.



JAN 27 2026

# AGENDA ITEM SUMMARY

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

Department: Treasurer

WORK SESSION  Meeting Date: 1/20/2026 (adj)

REGULAR AGENDA  Meeting Date: 1/27/2026

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 RCW 84.56.240, RCW 84.56.070,

Uncollectable Personal Property worksheet, Affidavit of Deputy Documents exempt from public disclosure attached:

**Executive summary:**

RCW 84.56.240 provides that when the county treasurer, after diligent search and inquiry, is unable to collect personal property taxes due to the absence of goods or chattels upon which to levy, the treasurer must file an affidavit and list of such taxes with the county legislative authority. The legislative authority may cancel any taxes it determines uncollectable.

Additionally, 2025 legislative amendments to RCW 84.56.070 modified personal property distraint by establishing limits based on both time and value. Under these amendments, mobile homes are subject to distraint on the same schedule as real property foreclosure, after three years of delinquency. Further, if the treasurer determines that the cost of collection or distraint would exceed the amount of tax due, the taxes may be cancelled as uncollectible pursuant to RCW 84.56.240.

As reflected in the attached affidavit, the Treasurer's Office has exercised due diligence in attempting to collect the taxes listed in the attached schedule.

**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?**

All these taxes were due in prior years and cancelling them does not impact the current year budget.

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

That the BOCC cancel the taxes reflected on the attached list.

County Official signature & print name: Jennifer White Jennifer White, Treasurer

Name of Employee/Stakeholder attending meeting: Lisa Middleton & Hank Felton

Relevant Departments: Treasurer

Date submitted: January 14, 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)

2026 - Agenda Item Summary  
Revised: 3-04-2019

## RCW 84.56.240

### **Cancellation of uncollectible personal property taxes—Cancellation of personal property taxes when the cost of collection exceeds the amount due.**

If the county treasurer is unable, for the want of goods or chattels whereupon to levy, to collect by distress or otherwise, the taxes, or any part thereof, or it is the opinion of the treasurer that the cost of such collection and distraint set out in RCW 84.56.070 would cost the county more than the tax amount due, which may have been assessed upon the personal property of any person or corporation, or an executor or administrator, guardian, receiver, accounting officer, agent or factor, the treasurer shall file with the county legislative authority, on the first day of February following, a list of such taxes, with an affidavit of the treasurer or of the deputy treasurer entrusted with the collection of the taxes, stating that the treasurer had made diligent search and inquiry for goods and chattels wherewith to make such taxes, and was unable to make or collect the same. The county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected.

[ 2025 c 130 s 2; 1997 c 393 s 14; 1961 c 15 s 84.56.240. Prior: 1925 ex.s. c 130 s 94; RRS s 11255; prior: 1899 c 141 s 8; 1897 c 71 s 72; 1895 c 176 s 16; 1893 c 124 s 73; 1890 p 562 s 88.]

## RCW 84.56.070

### **Personal property—Distraint and sale, notice, property incapable of manual delivery, property about to be removed or disposed of—Refund of excess—Mobile or manufactured homes, waiver of interest and penalties.**

(1) The county treasurer must proceed to collect all personal property taxes after first completing the tax roll for the current year's collection.

(2) The treasurer must give notice by mail to all persons charged with personal property taxes, and if the taxes are not paid before they become delinquent, the treasurer must commence delinquent collection efforts. A delinquent collection charge for costs incurred by the treasurer may be added to the account.

(3) In the event that the treasurer is unable to collect the taxes when due under this section, the treasurer must prepare papers in distraint, except as provided in (a) of this subsection. The papers must contain a description of the personal property, the amount of taxes including any amounts deferred under chapters 84.37 and 84.38 RCW that are a lien on the personal property to be distrained, the amount of the accrued interest at the rate provided by law from the date of delinquency, and the name of the owner or reputed owner.

(a) Except as provided in (f) of this subsection, nontitle eliminated mobile homes and manufactured homes, as defined in RCW 46.04.302, are subject to distraint no sooner than three years after the date of first delinquency. If it is the opinion of the treasurer that the cost of such collection and distraint would cost the county more than the tax amount due, such taxes may be canceled as uncollectible as set out in RCW 84.56.240.

(b) The treasurer must without demand or notice distraint sufficient goods and chattels belonging to the person charged with the taxes to pay the same, with interest at the rate provided by law from the date of delinquency, together with all accruing costs. The treasurer must proceed to advertise the distraint by posting written notices in three public places in the county in which the property has been distrained, including the county courthouse. The notice must state the time when and place where the property will be sold.

(c) The county treasurer, or the treasurer's deputy, must tax the same fees for making the distraint and sale of goods and chattels for the payment of taxes as are allowed by law to sheriffs for making levy and sale of property on execution. Traveling fees must be computed from the county seat of the county to the place of making distraint.

(d) If the taxes for which the property is distrained, and the interest and costs accruing thereon, are not paid before the date appointed for the sale, which may not be less than 10 days after the taking of the property, the treasurer or treasurer's designee must proceed to sell the property at public auction, or so much thereof as is sufficient to pay the taxes and any amounts deferred under chapters 84.37 and 84.38 RCW that are a lien on the property to be sold, with interest and costs. If the highest amount bid for any personal property, or improvements on real property exceeds the minimum bid due upon the whole property included in the notice of distraint, the excess must be refunded, on application therefor, to the owner of the property. The owner of the property is the person who held the title on the date of issuance of the notice of distraint. Assignments of interests, deeds, or other documents executed or recorded after filing the notice of distraint do not affect the payment of excess funds to the owner of the property. In the event that no claim for the excess is received by the county treasurer within three years after the date of sale, the treasurer must at expiration of the three-year period deposit the excess in the current expense fund of the county, which extinguishes all claims by any owner to the excess funds.

(e) If necessary to distraint any standing timber owned separately from the ownership of the land upon which the same may stand, or any fish trap, pound net, reef net, set net, or drag seine fishing location, or any other personal property as the treasurer determines to be incapable or reasonably impracticable of manual delivery, it is deemed to have been distrained and taken into possession when the treasurer has, at least thirty days before the date fixed for the sale thereof, filed with the auditor of the county wherein the property is located a notice in writing reciting that the treasurer has distrained the property. The notice must describe the

property, give the name of the owner or reputed owner, the amount of the tax due, with interest, and the time and place of sale. A copy of the notice must also be sent to the owner or reputed owner at his or her last known address, by registered letter at least thirty days prior to the date of sale.

(f) If the county treasurer has reasonable grounds to believe that any personal property, including mobile homes, manufactured homes, or park model trailers, upon which taxes have been levied, but not paid, is about to be removed from the county where the property has been assessed, or is about to be destroyed, sold, or disposed of, the county treasurer may demand the taxes, without the notice provided for in this section, and if necessary distraint sufficient goods and chattels to pay the same.

(4) The county treasurer must waive outstanding interest and penalties on delinquent taxes due from the title owner of a mobile or manufactured home if the property is subject to an action for distraint under this section and the following requirements are met:

(a) The title owner is income-qualified under RCW 84.36.381(5)(a), as verified by the county assessor;

(b) The title owner occupies the property as the owner's principal place of residence;

(c) The title owner or agent is paying the delinquent base taxes owed on the year or years that the outstanding interest and penalties are being waived and submits a complete application at least fourteen days prior to recording of distraint documents; and

(d) The title owner has not previously received a waiver on the property as provided under this section.

(5) As an alternative to the sale procedure specified in this section, the county treasurer may conduct a public auction sale by electronic media pursuant to RCW 36.16.145.

[ 2025 c 130 s 1; 2020 c 175 s 1; 2019 c 75 s 2; 2015 c 95 s 8; 2013 c 239 s 4; 2009 c 350 s 2; 2007 c 295 s 5; 1991 c 245 s 19; (1975-'76 2nd ex.s. c 10 s 2 expired December 31, 1976); 1961 c 15 s 84.56.070. Prior: 1949 c 21 s 2; 1935 c 30 s 4; 1933 c 33 s 1; 1925 ex.s. c 130 s 86; Rem. Supp. 1949 s 11247; prior: 1915 c 137 s 1; 1911 c 24 s 2; 1899 c 141 s 7; 1897 c 71 s 71; 1895 c 176 s 15; 1893 c 124 s 72; 1890 p 561 s 87; Code 1881 s 2903. Formerly RCW 84.56.070, 84.56.080, and 84.56.100.]

## NOTES:

**Intent—2015 c 95:** See note following RCW 36.16.145.

**Findings—2013 c 239:** See note following RCW 84.56.020.

*Issuance of warrant:* RCW 84.56.075.

**Personal Property Accounts**

Tax Years	PID	Name	Base Amount*	Taxing District	Type	Reason for Cancellation	Current Assessed Value	Personal Property Listing Filed	Abbreviated Property Description	
2025	46498	Budget Tapes & Records	\$ 20.60	010	PP	Assessor removed value - business close confirmed	\$ -	No	Retail Sales	
2024-2025	78756	Birchhill Enterprises LLC	\$ 15.27	010	PP	Assessor removed value - Treasurer unable to locate	\$ -	No	Unknown	
2025	85824	Banbury Corner Children's Center LLC	\$ 68.55	010	PP	Assessor removed value - Treasurer unable to locate	\$ -	No	Child care	
2024-2025	83422	Donita Henke - Baby Grand	\$ 37.27	010	PP	Assessor removed value - business close confirmed	\$ 2,123.00	No	Retail Sales	
2025	78350	Tracy Wealth Management	\$ 15.13	010	PP	Business closed - owner deceased	\$ 1,659.00	No	Office	
2024-2025	78852	RedBox Automated Retail LLC	\$ 517.44	010	PP	Business dissolved 2024 - unable to locate Maryland owners	\$ 28,966.00	No	Vending Machine	
2024-2025	84006	Kathryn L Kitts - The Sweet Beginning	\$ 21.08	020	PP	Assessor removed value - Treasurer unable to locate	\$ -	No	Café	
2024-2025	81156	RedBox Automated Retail LLC	\$ 739.94	020	PP	Business dissolved 2024 - unable to locate Maryland owners	\$ 47,426.00	No	Vending Machine	
2023-2025	70876	Shade Tree Mechanic	\$ 168.11	102	PP	Assessor removed value - business close confirmed	\$ -	No	Mechanic	
2023-2025	83987	Dank Inc	\$ 84.06	102	PP	Business license revoked, business closed 2021	\$ 2,748.00	No	Marijuana Processor	
2024-2025	7887	RedBox Automated Retail LLC	\$ 344.44	102	PP	Business dissolved 2024 - unable to locate Maryland owners	\$ 18,292.00	No	Vending Machine	
2022-2025	78520	Craig Baar Excavating	\$ 249.87	176	PP	Business closed 2021 - unable to locate owner	\$ 6,239.00	No	Logging	
2022-2023	85510	Fredrick R McKenzie	\$ 10.18	202	PP	Assessor removed value - Treasurer unable to locate	\$ -	No	Voiceover Talent	
Subtotal - Personal Property			\$ 2,291.94	*Collection Fees, Penalty & Interest - NOT INCLUDED						

**Mobile Home Accounts**

Tax Years	PID	Name	Base Amount*	Taxing District	Type	Reason for Cancellation	Current Assessed Value	Mobile Year	Park	
2020-2025	30734	Elizabeth Brooks Jones	\$ 698.91	010	MH	Assessor Deleted	\$ -	1967	Ocean View MHP	
2020-2023	28618	Cindy Lou Murray	\$ 135.15	020	MH	Assessor Deleted	\$ -	1960	Sequim View MHP	
2021-2022	28623	Scott Perdue	\$ 41.72	020	MH	Unable to locate owner/Park Owner	\$ 3,300	1963	Cedar St MHP	
2022	28704	Christine Campbell	\$ 582.04	020	MH	Forward Senior	\$ 88,680	1978	Juniper MH Estates	
2022	29040	Robert Clarey	\$ 665.36	020	MH	Unable to locate owner/Park Owner (multi owners)	\$ 102,808	1989	Hide A Way MHP	
2019-2022	28808	Sandra Mandeville	\$ 3,986.31	020	MH	Senior Removal	\$ 173,331	1995	Hendrickson Park	
2022	45680	Marvel Blevins	\$ 27.38	050	MH	Unknown owner/Park Owner-SNR removed as of DOD	\$ 2,500	1973	Aldergrove MHP	
2022	45687	Irineo Ramirez	\$ 43.79	050	MH	Unable to locate owner/Park Owner	\$ 4,000	1972	Aldergrove MHP	
2022	45769	Veronica Sorrell	\$ 26.29	050	MH	Unable to locate owner/Park Owner	\$ 2,400	1967	Aldergrove MHP	
2020-2022	45830	Pedro Lorenzo	\$ 104.98	050	MH	Unable to locate owner/Park Owner	\$ 3,000	1980	Aldergrove MHP	
2022	45879	Fidelfo Lopez & Nicole Konopaski	\$ 71.21	050	MH	Unable to locate owner/Park Owner	\$ 9,018	1969	Forks MHP	
2022	45886	Michelle Shale	\$ 12.81	050	MH	Unable to locate owner/Park Owner	\$ 1,170	1963	Forks MHP	
2022	46032	Sally Pettibone	\$ 12.53	050	MH	Unknown owner/Park Owner-SNR removed as of DOD	\$ 2,500	1969	The Grove MHP	
2021-2022	46177	Caudill	\$ 72.76	050	MH	Unable to locate owner/Park Owner	\$ 2,746	1971	Rain Forest MHP	
2021-2025	46188	Sierra Armas	\$ 676.00	050	MH	Destroyed 2021	\$ 17,559	1978	Rain Forest MHP	
2021-2022	46192	Curtis Price	\$ 122.83	050	MH	Unable to locate owner/Park Owner	\$ 6,670	1979	Rain Forest MHP	
2021-2022	46201	Wyvette Stansbury	\$ 101.40	050	MH	Unable to locate owner/Park Owner	\$ 3,825	1978	Rain Forest MHP	
2022	83290	Joyce Ayala	\$ 97.53	050	MH	Unable to locate owner/Park Owner	\$ 12,464	1978	Forks MHP	
2022	83744	Sotero C Vicente	\$ 22.59	050	MH	Unable to locate owner/Park Owner	\$ 4,025	1976	Forks MHP	
2022	45982	Dylan Shepard	\$ 27.38	050	MH	Unable to locate owner/Park Owner- Req Assr attach to Real	\$ 2,500	1973	On Real	
2022	30444	Lisa Hennings	\$ 81.33	102	MH	Unable to locate owner/Park Owner- SNR removed	\$ 37,083	1983	Lees Creek MHP	
2020-2022	31123	Benjamin Spray & Kayleigh Luther	\$ 133.59	102	MH	Unable to locate owner/Park Owner	\$ 5,426	1970	Roll Inn MHP	
2020-2022	31142	Kent Beaudry & Elizabeth Cary	\$ 223.59	102	MH	Unable to locate owner/Park Owner (and multi owners)	\$ 9,836	1976	Roll Inn MHP	
2021-2022	31161	Alisha Holland	\$ 166.83	102	MH	Unable to locate owner/Park Owner	\$ 6,397	1977	Roll Inn MHP	
2021-2022	30481	Francesca Priest	\$ 217.56	102	MH	Unable to locate	\$ 7,589	1981	On Real	
2018-2022	31195	Thomas Christian & Linda Charles	\$ 419.97	102	MH	Unable to locate - SNR removed	\$ 21,571	1979	On Real	
2022	29478	Chrystal Bohnstengel	\$ 46.67	202	MH	Unable to locate owner/Park Owner (multi owners)	\$ 5,584	1968	Cedar Grove MHP	
2020-2022	29718	Meoldy & Lyle Whisennand	\$ 302.60	202	MH	Unable to locate owner/Park Owner	\$ 77,321	1977	Green Acres Estates	
2022	31974	Sherman Hull Jr	\$ 123.85	302	MH	Unable to locate	\$ 12,446	1975	On Real	
2020-2022	46533	David E Nicholas	\$ 93.63	302	MH	Unable to locate- Vacant	\$ 3,000	1981	On Real	
2022	45608	Justin Dechon & Shawna Campbell	\$ 23.95	503	MH	Unable to locate owner/Park Owner	\$ 5,712	1971	Castle Rock MHP	
2016-2022	46508	Darel Maxfield Sr	\$ 1,758.88	506	MH	Unable to locate owner/SNR removed, Assessor Reviewing for additional years	\$ -	1985	On Real	
Subtotal - Mobile Homes			\$ 11,121.42	*Collection Fees, Penalty & Interest - NOT INCLUDED						
			\$ 13,413.36	Total tax deemed uncollectable						



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**CLALLAM COUNTY TREASURER**

Jennifer L. White, Treasurer

223 E. 4<sup>th</sup> St., Suite 3  
Port Angeles, WA 98362  
(360) 417-2344

[www.clallamcountywa.gov](http://www.clallamcountywa.gov)

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**AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAXES**

I hereby declare as follows:

1. I am the Deputy Treasurer entrusted with the collection of personal property taxes.
2. The Treasurer's office has made diligent search and inquiry for goods and chattels wherewith to make such personal property taxes as outlined in the attached list, consisting of the following:
  - The personal property which is the basis for the taxes cannot be located, and;
  - Multiple letters and notices were sent; and
  - The taxes were incurred by a corporate or limited liability entity, which is now inactive, or
  - The taxes were incurred by a sole proprietor, who cannot be located, or who has moved out of state, and/or who has no real property against which to attach a lien, or
  - The cost to collect is starting to exceed the amount owed.
3. Despite such diligent efforts, the Treasurer's office has been unable to make or collect the same.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated January 14, 2026.

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

Lisa Middleton, Deputy Treasurer



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

CANCELING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

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THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to the requirement of RCW 84.56.240, the Treasurer submitted a list of personal property taxes the Treasurer's Office has been unable to collect, together with an affidavit of the Deputy Treasurer outlining the diligent efforts that were made to collect the same.
2. Based on the information provided, the Board of County Commissioners is satisfied that the personal property taxes included in the submitted list cannot be collected.
3. The Board of County Commissioners is further satisfied that Jennifer L White is diligently and aggressively pursuing the collection of personal property taxes, and specifically finds that she is not willfully refusing or neglecting to collect personal property taxes.
4. Pursuant to RCW 84.56.240, the county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected.

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

1. That Jennifer L White is diligently and aggressively pursuing the collection of personal property taxes.
2. That the personal property taxes outlined in the attached list is canceled as uncollectible.

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

BOARD OF CLALLAM COUNTY COMMISSIONERS

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

ATTEST:

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

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

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

---

2a  
JAN 27 2026



# AGENDA ITEM SUMMARY

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

Department: Prosecuting Attorney's Office

WORK SESSION  Meeting Date: 1/20/26

REGULAR AGENDA  Meeting Date: 1/27/26

Required originals approved and attached?   
Will be provided on:

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 117.26.001
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:**

2026 STOP Violence Against Women Formula Grant. Total for 2026 is \$16,992. The funds from this grant will cover a portion of the salary for a Victim Witness Coordinator to better serve victims of domestic violence, sexual assault, dating violence, and stalking.

**\*\*PLEASE NOTE FINAL SIGNATURE WILL BE FILED ELECTRONICALLY\*\***

**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. These grant funds are already addressed in the 2026 Budget.

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

Approve and electronically sign all required pages.

**County Official signature & print name:** Mark Nichols, Mark Nichols

**Name of Employee/Stakeholder attending meeting:** Christi Wojnowski

**Relevant Departments:** Prosecuting Attorney's Office

**Date submitted:** 1/14/2026

\* 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)

STOP Grant 2026 Agenda Item Summary  
Revised: 3-04-2019



**Federal Interagency Agreement with**

**Clallam County Prosecuting Attorney's Office**

**through**

Office of Crime Victims Advocacy  
Community Services Division

**Contract Number:**  
F25-31103-047

**For:**

FFY 2025 Violence Against Women STOP Grant Program

**Dated:** 01/01/2026



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## Face Sheet

**Contract Number: F25-31103-047**

Subrecipient  Contractor

Research & Development:  Yes  No

**Washington State Department of Commerce  
Community Services and Housing Division  
Office of Crime Victims Advocacy  
FFY 2025 Violence Against Women STOP Grant Program**

<b>1. Contractor</b> CLALLAM, COUNTY OF DBA PROSECUTING ATTORNEY PORT ANGELES, WA 98362		<b>2. Contractor Doing Business As (as applicable)</b> Clallam County Prosecuting Attorney's Office	
<b>3. Contractor Representative</b> Christi Wojnowski Manager of Administration & Support Christi.wojnowski@clallamcountywa.gov (360) 417-2297		<b>4. COMMERCE Representative</b> Cheryl Rasch Program Manager (360) 725-5034 cheryl.rasch@commerce.wa.gov <span style="float: right;">                     PO Box 42525                      98504-8304                      1011 Plum Street SE                      Olympia WA 98501                 </span>	
<b>5. Contract Amount</b> \$16,992.00	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 01/01/2026	<b>8. End Date</b> 12/31/2026
<b>9. Federal Funds (as applicable)</b> \$16992.00		<b>Federal Agency:</b> Department of Justice, Office on Violence Against Women	
<b>ALN</b> 16.588			
<b>10. SWV #</b> SWV0000200-12	<b>11. UBI #</b> 601639015	<b>12. UEI #</b> JV6JJNELRBS5	<b>13. Indirect Rate</b> N/A
<b>14. Award Method</b> Competitive: No Direct: Authorized by Funding Source		<b>NOFO/RFX#</b> FFY 2025 Violence Against Women STOP Grant Program	<b>Proviso #</b> N/A
<b>15. Contract Purpose</b> STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Award Acceptance; Attachment "B" – Scope of Work; Attachment "C" – Budget; Attachment "D" – Federal Funds Checklist, and the Contractor's Application for Funding.			
<b>FOR CONTRACTOR</b>  Mark Nichols _____ Name, Title <span style="float: right;"><del>Prosecuting Attorney</del></span>  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ Cindy Guertin-Anderson, Assistant Director  _____ Date <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

Approved as to form only by

**Bert Deo Boughton**  
 Civil Deputy Prosecuting Attorney  
 Clallam County



## Special Terms and Conditions

### 1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

### 2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/13/2023  
Federal Award Identification Number (FAIN): 15JOVW-23-GG-00608-STOP  
Federal Awarding Agency: Department of Justice, Office on Violence Against Women  
Total amount of this federal award: \$3,784,202.00  
Total amount of this federal award obligated in this contract: \$ 0.00  
Awarding official: Joe Nguyen, Director (360) 725-4021

Federal Award Date: 09/13/2024  
Federal Award Identification Number (FAIN): 15JOVW-24-GG-00552-STOP  
Federal Awarding Agency: Office on Violence Against Women  
Total amount of this federal award: \$3,725,610.00  
Total amount of this federal award obligated in this contract: **\$ 16,992.00**  
Awarding official: Joe Nguyen, Director (360) 725-4021

Federal Award Date: 08/18/2025  
Federal Award Identification Number (FAIN): 15JOVW-25-GG-00064-STOP  
Federal Awarding Agency: Office on Violence Against Women  
Total amount of this federal award: \$3,844,412.00  
Total amount of this federal award obligated in this contract: \$ 0.00  
Awarding official: Joe Nguyen, Director (360) 725-4021

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Subgrant No. F25-31103-047 awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice. Contract funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce."

In the event a correction is required to the Acknowledgement of Federal Funding, an administrative change will be processed. A change to the Acknowledgement of Federal Funding will not affect your budget or scope of work and notice will be provided.

### 3. ACTIVITIES THAT COMPROMISE VICTIM SAFETY AND RECOVERY OR UNDERMINE OFFENDER ACCOUNTABILITY

The Contractor and any subrecipient (subgrantee) at any tier, agrees that Contract funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. §12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;



procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the application information, program notice of funding opportunity or companion guide under which the application was submitted.

4. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 C.F.R. PART 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. **APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS AND DOJ GRANTS FINANCIAL GUIDE**

The Contractor agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The Contractor also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

6. **AUDIT**

If the Contractor expends \$1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501(h), for-profit Subrecipients expending \$1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit Contractor shall send all audit documentation to the Federal Audit Clearinghouse.

If the Contractor expends **less** than \$1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year the Contractor shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

7. **BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Contract Number F25-31103-047.

If applicable, Contractor must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.



Any expense reimbursed under this Contract which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Contractor's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Contract or withhold payments if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE. No payments in advance of or in anticipation of any expense reimbursable under this Contract shall be made by COMMERCE.

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Contractor must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Contract.

#### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the Contract through June 30, regardless of the Contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### 8. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$ 16,992.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation shall be based on the terms of the Scope of Work and Budget.

#### Expenses

Contractor shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed **\$ 16,992.00**, which amount is included in the Contract total above.



If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Contractor shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations, available here: <https://ofm.wa.gov/accounting/travel/>.

The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day (excluding travel and subsistence costs) without prior written approval. To exceed this specified maximum rate, Contractors must submit to OCVA a detailed justification and have such justification approved by OCVA, prior to obligation or expenditure of such funds. Issuance of this Contract or approval of the budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Contractors are required to maintain documentation to support all daily or hourly consultant rates.

#### Match

Contractor shall provide a non-federal match. The total match to be provided shall be at least the amount indicated in Attachment C – Budget. All funds designated as match are restricted to the same uses as STOP Formula Grant Program funds. Match funds may be expended in a greater proportion to Grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds provided must be identified on the invoice voucher form provided by COMMERCE.

#### Line-Item Adjustment

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

#### 9. **COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)**

The Contractor (and any subgrantee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Contractor is to contact COMMERCE for guidance.

#### 10. **COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS.**

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

#### OVW Training Guiding Principles



The Contractor understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-granteessubgrantees.pdf>.

**11. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 38**

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements.

An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

Contractors and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at [https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Written Notice of Beneficiary Protections.pdf](https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Written_Note_of_Beneficiary_Protections.pdf).

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements.

For more information on the requirements referenced in this condition, see <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

**12. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 42**

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

**13. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 54**

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

**14. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS FOR THIS FISCAL YEAR**

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a Contractor (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.



**15. COMPLIANCE WITH STATUTORY AND REGULATORY REQUIREMENTS**

The Contractor agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

**16. COMPUTER NETWORK REQUIREMENT**

Contractors may not use any award funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities or victim assistance-related activity.

**17. CONFIDENTIALITY AND INFORMATION SHARING**

The Contractor agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Contractor also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The Contractor also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

**18. CONTRACT 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 Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**19. CONTRACT MODIFICATION**

Notwithstanding any provision of this Contract to the contrary, at any time during the Contract period, COMMERCE may, by written notification to the Contractor and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Contract. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Contract to the contrary, at any time during the Contract period, COMMERCE may analyze Contract expenditures as a proportion of the Contract budget. If COMMERCE determines, in its sole discretion, that the Contract funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Contract to reduce the balance of the Contract budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other Contractors for the provision of eligible program activities.

**20. COPYRIGHTED WORKS**

Pursuant to 2 C.F.R. 200.315(b), the Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or



in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the Contractor (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the COMMERCE representative assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the Contractor (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

**21. DEBARMENT**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.



- ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Contractor may contact COMMERCE for assistance in obtaining a copy of these regulations.

**22. DETERMINATIONS OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS**

The Contractor, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors") and are incorporated by reference here.

**23. FRAUD AND OTHER LOSS REPORTING**

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

**24. INDIRECT COSTS**

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to 15% of Modified Total Direct Costs (MTDC) may be used.

**25. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**26. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING HUMAN TRAFFICKING**

The Contractor agrees that Contract funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

**27. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING MISSING OR MURDERED INDIGENOUS PERSONS (MMIP)**

The Contractor agrees that Contract funds will not be used for activities addressing MMIP unrelated to domestic violence, dating violence, sexual assault, or stalking.

**28. NON-SUPPLANTION**

The Contractor agrees that Contract funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Contract.

**29. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NONCOMPLIANCE**

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Contractor, any subgrantee at any tier, or a program partner or participant receiving Contract funds, the Contractor will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE.

The Contractor, and any subgrantee at any tier, shall include a statement clearly stating whether or not the finding is related to any Contract activity supported with a Grant in which U.S. Department of



Justice funds are involved, and identify all open grants and contracts utilizing U.S. Department of Justice funding by grant or contract number and program title.

**30. ONGOING COMPLIANCE WITH STATUTORY CERTIFICATIONS**

The Contractor agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the Contractor's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

**31. POLICY FOR RESPONSE TO WORKPLACE-RELATED INCIDENTS OF SEXUAL MISCONDUCT, DOMESTIC VIOLENCE, AND DATING VIOLENCE**

The Contractor, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

**32. POLITICAL ACTIVITIES**

Political activity of Contractor's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 U.S.C. 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**33. REPORTING**

Contractors must collect and maintain data that measure the performance and effectiveness of work done under this Contract.

If providing direct services or outreach, the Contractor shall submit data quarterly in the InfoNet data collection system, relative to the provision of FFY 2025 Violence Against Women STOP Grant Program services. Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

The Contractor shall submit non-personally identifying demographic, service and compliance data required by state funding sources in the InfoNet data collection system. The Contractor shall maintain documentation and records that support the data reported in InfoNet.

The Contractor shall establish and maintain written procedures for the security of InfoNet use at its site. Procedures shall include:

- Only authorized staff are provided access to the InfoNet data and files;
- Staff are informed of the need for security and confidentiality of data and files maintained in or available through the InfoNet system; and
- That the Contractor shall notify the Department Program Coordinator for this Contract when an employee is no longer authorized to access the InfoNet system.

Alternative reporting methods are subject to the approval of the Representative for Commerce.

The Contractor shall submit an annual progress report electronically on a form or in the system provided by COMMERCE for the services or program activities funded through this Contract. The report shall be inclusive of the work performed by any subgrantees. The report is due to COMMERCE



January 31, 2027 (for the performance period January 1, 2026 – December 31, 2026). The Contractor and any subgrantees shall maintain documentation and records that support the progress report.

**Coordinated Community Response:** The Contractor shall submit quarterly progress reports electronically on a form or in the system provided by COMMERCE on the Coordinated Community Response Activity indicated in the approved Contract application.

**34. REPORTING POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT**

The Contractor and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

**35. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)**

The Contractor (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to COMMERCE no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**36. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OVW AUTHORITY TO TERMINATE AWARD)**

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Contractors, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the Contractor or of any subrecipient.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by Grantees and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

**37. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS**

No Contractor or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in Page: 9 of 20 accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),



Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- A. In accepting this award, the Contractor –
  - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- B. If the Contractor does or is authorized under this award to make subawards (subgrants), procurement contracts, or both –
  - i. it represents that—
    - a. it has determined that no other entity that the Contractor's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**38. RESTRICTIONS ON “LOBBYING” AND POLICY DEVELOPMENT**

In general, as a matter of federal law, federal funds may not be used by the Contractor, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The Contractor, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program. Another federal law generally prohibits federal funds awarded by OVW from being used by the Contractor, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a Contractor (or subrecipient) would or might fall within the scope of these



prohibitions, the Contractor is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

39. **SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS**

To ensure compliance with Title VI and the Safe Streets Act, Contractors are required to make reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at: [www.lep.gov](http://www.lep.gov).

40. **SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

41. **VAWA 2013 NONDISCRIMINATION CONDITION**

The Contractor agrees to comply with 34 U.S.C. 12291(b)(13) in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

42. **ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- Attachment A – Award Acceptance
- Attachment B – Scope of Work
- Attachment C – Budget
- Attachment D – Federal Funds Checklist
- General Terms and Conditions
- FFY 2025 Violence Against Women STOP Grant Program Application for Funding as submitted and approved by COMMERCE



## General Terms and Conditions

### 1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference and may constitute a Subaward if so designated. Electronic transmission of a signed copy of a Contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents thereof.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Contract.
- I. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean subcontractor(s) in any tier.
- J. "Subrecipient" or "Subgrantee" shall mean a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.



**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within twenty-four hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,



and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. **GOVERNING LAW AND VENUE**

This Contract 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.

9. **INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. **RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. **RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject



at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, 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.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this Contract 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 Contract.

**15. SUBCONTRACTING/SUBGRANTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting/subgranting, the Contractor shall maintain written procedures related to subcontracting/subgranting, as well as copies of all subcontracts/subawards and records related to subcontracts/subawards. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting/subgranting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting/subgranting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract/subaward.

Every subcontract/subaward shall bind the Subcontractor/Subgrantee to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor/Subgrantee fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor/Subgrantee to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract/subaward operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract/subaward shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor/Subgrantee's performance of the subcontract/subaward.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.



COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;



- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



### Attachment A: Award Acceptance

By signing the certification below, I--

- A. Declare to the U.S. Department of Justice (DOJ), and Department of Commerce (COMMERCE) under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance:
  - i. I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and
  - ii. I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant:
  - i. I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ and COMMERCE will rely upon this declaration and certification as a material representation; and
  - ii. I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Clallam County Prosecuting Attorney's Office

Agency Name

Mark Nichols

Prosecuting Attorney

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Approved as to form only by

  
 Bert Dee Boughton  
 Civil Deputy Prosecuting Attorney  
 Clallam County



## Attachment B: Scope of Work

Clallam County Prosecuting Attorney's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the Contract period.

This Contract is not a Benefit or Entitlement to the Contractor. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Contract is to provide funding for Clallam County Prosecuting Attorney's Office to accomplish a public purpose.

Funding from this Contract must be used to support the Contractor's STOP Violence Against Women Formula Grant Program. Contractor must ensure that activities funded under this Contract program are available to adult or youth victims (ages 11 or older) of intimate partner domestic violence, sexual assault, stalking or dating violence during Contractor's regular business hours and shall include, but not be limited to:

- system-based advocacy on behalf of the victim;
- information and support for victims;
- assistance with obtaining protection orders or other court documents;
- assistance with restitution;
- assistance in accessing Crime Victims Compensation benefits;
- notification of hearings and other relevant events;
- referrals to other agencies which can provide information for a victim;
- attend local and/or national training sessions;
- training related to crimes involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence, and/or stalking;
- active collaboration with victim services and law enforcement to ensure a supportive and strong coordinated response for victims of intimate partner domestic violence; sexual assault, dating violence, and/or stalking; and
- ensuring that goods and services, supplies or administrative costs supported by this grant program are related to issues involving adult or youth victims (ages 11 and older) of intimate partner domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

### Coordinated Community Response Team

The Contractor, and any Subgrantees, if applicable, will meet at least quarterly with the other recipients of STOP Formula Grant Program funding in their county to collaborate on the Community Activities indicated in their approved grant applications to increase the safety of victims of domestic violence, sexual assault, dating violence and/or stalking and to hold offenders accountable. OCVA Program Staff may attend and/or conduct periodic checks for compliance with the quarterly meetings. Noncompliance may result in suspension of payments to Contractor under this Contract.

The Contractor, and any Subgrantees, if applicable, will submit quarterly progress reports on the Coordinated Community Response Activity from their approved grant application as indicated in Section 33 – Reporting. Noncompliance may result in suspension of payments to Contractor under this Contract.

### Victim Safety and Recovery

The Contractor and Subgrantees, if applicable, agrees that Contract funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as:



- A. Procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children.
- B. Procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;
- C. Procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.).
- D. Procedures or policies that fail to ensure service providers conduct safety planning with victims;
- E. Project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing;
- F. Or any other activities outlined in the application information, program notice of funding opportunity or companion guide under which the application was submitted.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

**Deliverables**

The Contractor shall be responsible for the following deliverables:

- A. Participation in community collaboration meetings at least quarterly – As detailed above
- B. Reports – As described in the Special Terms and Conditions
- C. Vouchers – Must be submitted at least quarterly

**Performance Measures**

Provision of the deliverables listed above will be measured using the following performance measures:

- A. Participation in at least 75% of the quarterly community collaboration meetings
- B. 100% of required reports will be submitted on time
- C. 90% of vouchers will be completed on time



### Attachment C: Budget

<u>Budget Category</u>	<u>Amount</u>
Salaries	\$ 16,992.00
<b>Grant Total</b>	<b>\$ 16,992.00</b>
Match	\$ 5,664.00
<b>Project Total</b>	<b>\$ 22,656.00</b>

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

The cost of allowable equipment purchased with these funds must be prorated to Contract activity usage. Equipment authorized to be purchased with Contract funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. **Equipment must also be purchased within the first quarter of the Contract.**

**Printing of Materials:** OCVA must forward requests to print brochures, billboards, and other publications developed with Contract funds to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. **If approved, the printing must be completed within the first three (3) months of the Contract.**

**Food and Beverage Costs:** The Contractor agrees Contract funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: <https://www.justice.gov/ovw/page/file/1008816/download>.

Consultant/contractor fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day without prior approval from OCVA. **Contractors are required to maintain documentation to support all daily or hourly rates.**



### Attachment D: Federal Funds Checklist

Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	CLALLAM, COUNTY OF
(ii) Subrecipient's unique entity identifier;	JV6JJNELRBS5
(iii) Federal Award Identification Number (FAIN);	15JOVW-23-GG-00608-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	09/13/2023
(v) Subaward Period of Performance Start and End Date;	01/01/2026 to 12/31/2026
(vi) Subaward Budget Period Start and End Date;	01/01/2026 to 12/31/2026
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 0.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<i>Subrecipient – reference your records.</i>
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<i>Subrecipient – reference your records.</i>
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal awarding agency: Department of Justice, Office on Violence Against Women Pass-through entity: WA State Department of Commerce, Office of Crime Victims Advocacy cheryl.rasch@commerce.wa.gov
(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	16.588 STOP Violence Against Women Formula Grants
(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	N/A



Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	CLALLAM, COUNTY OF
(ii) Subrecipient's unique entity identifier;	JV6JJNELRBS5
(iii) Federal Award Identification Number (FAIN);	15JOVW-24-GG-00552-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	09/13/2024
(v) Subaward Period of Performance Start and End Date;	01/01/2026 to 12/31/2026
(vi) Subaward Budget Period Start and End Date;	01/01/2026 to 12/31/2026
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 16,992.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<i>Subrecipient – reference your records.</i>
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<i>Subrecipient – reference your records.</i>
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal awarding agency: Department of Justice, Office on Violence Against Women Pass-through entity: WA State Department of Commerce, Office of Crime Victims Advocacy cheryl.rasch@commerce.wa.gov
(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	16.588 STOP Violence Against Women Formula Grants
(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	N/A



Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	CLALLAM, COUNTY OF
(ii) Subrecipient's unique entity identifier;	JV6JJNELRBS5
(iii) Federal Award Identification Number (FAIN);	15JOVW-25-GG-00064-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	08/18/2025
(v) Subaward Period of Performance Start and End Date;	01/01/2026 to 12/31/2026
(vi) Subaward Budget Period Start and End Date;	01/01/2026 to 12/31/2026
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 0.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<i>Subrecipient – reference your records.</i>
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<i>Subrecipient – reference your records.</i>
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal awarding agency: Department of Justice, Office on Violence Against Women Pass-through entity: WA State Department of Commerce, Office of Crime Victims Advocacy cheryl.rasch@commerce.wa.gov
(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	16,588 STOP Violence Against Women Formula Grants
(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	N/A



## DocuSign Contract Review and Routing Form

### Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Cheryl Rasch	Grant Manager	Proofed documents	12/18/2025   8:17 AM PST
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	12/18/2025   10:15 PM PST
Trisha Smith	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	12/19/2025   10:03 AM PST

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature			
Reviewed by:	Title:	I verify that I have:	Date:
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

## Certificate Of Completion

Envelope Id: 36408272-EF63-4F87-BF1F-B18EE9F78EAD  
Subject: OCVA FFY25 VAWA STOP F25-31103-047 Clallam County Prosecutor's Office  
Division:  
Community Services and Housing  
Program: OCVA  
ContractNumber: F25-31103-047  
DocumentType: Contract  
Source Envelope:  
Document Pages: 30  
Certificate Pages: 5  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Signatures: 0  
Initials: 0

Envelope Originator:  
Kelly Tracy  
1011 Plum Street SE  
MS 42525  
Olympia, WA 98504-2525  
kelly.tracy@commerce.wa.gov  
IP Address: 198.239.10.236

## Record Tracking

Status: Original  
12/17/2025 2:36:12 PM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected

Holder: Kelly Tracy  
kelly.tracy@commerce.wa.gov  
Pool: StateLocal  
Pool: Washington State Department of Commerce

Location: DocuSign  
Location: Docusign

## Signer Events

Cheryl Rasch  
cheryl.rasch@commerce.wa.gov  
Security Level: Email, Account Authentication  
(None)

**Signature Completed**  
Using IP Address: 198.239.10.204

**Timestamp**  
Sent: 12/17/2025 2:37:26 PM  
Viewed: 12/18/2025 8:16:59 AM  
Signed: 12/18/2025 8:17:55 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Jodine Honeysett  
jodine.honeysett@commerce.wa.gov  
VAWA Section Manager, OCVA  
Security Level: Email, Account Authentication  
(None), Login with SSO

**Completed**  
Using IP Address: 198.238.29.60

Sent: 12/18/2025 8:17:57 AM  
Viewed: 12/18/2025 10:14:29 PM  
Signed: 12/18/2025 10:15:08 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Trisha Smith  
trisha.smith@commerce.wa.gov  
Managing Director  
WA State Dept of Commerce  
Security Level: Email, Account Authentication  
(None)

**Completed**  
Using IP Address: 198.239.10.199

Sent: 12/18/2025 10:15:10 PM  
Viewed: 12/19/2025 10:03:01 AM  
Signed: 12/19/2025 10:03:05 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Mark Nichols  
mark.nichols@clallamcountywa.gov  
Prosecuting Attorney  
Clallam County  
Security Level: Email, Account Authentication  
(None)

Sent: 12/19/2025 10:03:07 AM  
Viewed: 12/19/2025 10:42:30 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/19/2025 10:42:30 AM  
ID: 3ea747b9-6569-42a3-a160-1b46e77cc577

<b>Signer Events</b> Cindy Guertin-Anderson cindy.guertin-anderson@commerce.wa.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Signature</b>	<b>Timestamp</b>
<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b> Envelope Sent	<b>Status</b> Hashed/Encrypted	<b>Timestamps</b> 12/17/2025 2:37:26 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

#### **How to contact Washington State Department of Commerce:**

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

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

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

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

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

#### **To request paper copies from Washington State Department of Commerce**

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

#### **To withdraw your consent with Washington State Department of Commerce**

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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



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JAN 27 2026

# 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:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 815-25-06
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- 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 N<sup>o</sup>: 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 Cancelations: 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





# AGENDA ITEM SUMMARY

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

20  
JAN 27 2026

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  
**Client:** Clallam County  
**SWCA Project Manager:** Matt Cook

**Project Number:** 00090108-000-POR  
**Date :** January 15, 2026

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

**Client:** Clallam County

**By:**  
  
(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



2d

JAN 27 2026

# AGENDA ITEM SUMMARY

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

**Department: Health & Human Services**

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

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

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

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 11323-26-RCSG
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:**

The attached Contract is between Clallam County Health and Human Services and Reflections Counseling Services Group for the Underinsured & Non-insured program. This program will provide a full scope of treatment to underinsured and non-insured individuals. Direct client services will include assessment, group and individual counseling, urinalysis, outreach, transportation, and other case management services. Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment. This contract is effective January 1, 2026 through December 31, 2027 in the amount of \$204,684.22.

**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?**   
Funds are in the HHS budget.

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

**County Official signature & print name:**  Jennifer Oppelt

**Name of Employee/Stakeholder attending meeting:** Jennifer Oppelt and Christine Dunn

**Relevant Departments:** Health and Human Services

**Date submitted:** January 8, 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)



**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: Reflections Counseling Services Group  
Address: 3430 E. HWY 101, Ste 3  
Port Angeles, WA 98362  
Phone N<sup>o</sup>: 360-452-4062

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B – Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2027.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR

  
\_\_\_\_\_

G'Nell Ashley

Print name: G'Nell Ashley

Title: Administrator

Date: January 5th, 2026

ATTEST:

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

Originals: BOCC  
Vendor  
Initiating Department

Copies: 5  
BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

Approved as to form only by:

  
\_\_\_\_\_  
Kimberly Orloff  
Deputy Prosecuting Attorney  
Clallam County

**SCOPE OF WORK**

The **Underinsured & Non-insured program** will provide a full scope of treatment to underinsured and non-insured individuals. Direct client services will include assessment, group and individual counseling, urinalysis, outreach, transportation, and other case management services.

Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment.

Maximum consideration for this contract is **\$204,684.22**.

**BUDGET/FEE SCHEDULE**

January 1, 2026 – December 31, 2026

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Outpatient/Intensive Outpatient SUD Treatment Services	\$100,000.00
<b>TOTAL</b>	<b>\$100,000.00</b>

January 1, 2027 – December 31, 2027

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Outpatient/Intensive Outpatient SUD Treatment Services	\$104,684.22
<b>TOTAL</b>	<b>\$104,684.22</b>

**MONITORING:**

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

**CRIMINAL HISTORY BACKGROUND CHECK**

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have unsupervised access to children, adolescents, vulnerable adults and people who have developmental disabilities.

- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

The Contractor is responsible for ensuring full compliance with all applicable RCWs and any other state or federal laws and regulations related to behavioral health treatment requirements. Additionally, the Contractor shall comply with all applicable state and federal laws governing the confidentiality of client records, including but not limited to the Federal Regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and all relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWO HUNDRED FOUR THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS and TWENTY-TWO CENTS (\$204,684.22) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

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

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

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

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

In addition, the Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for service Billing Requirements: The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services  
Attn: Behavioral Health Billing  
111 E 3rd Street  
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2028. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2028.

In no event shall Contractor be compensated in excess of TWO HUNDRED FOUR THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS and TWENTY-TWO CENTS (\$204,684.22) for the completed work set forth in Attachment "A."

**2. AND**

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

**OR**

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

**OR**

**c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), 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: Christine Dunn

Title: Behavioral Health & Homelessness Program Coordinator

Address: 111 E. 3<sup>rd</sup> Street, Port Angeles, WA 98362

Telephone: 360-417-2582

E-mail: [christine.dunn@clallamcountywa.gov](mailto:christine.dunn@clallamcountywa.gov)

Fax: 360-452-9605

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

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

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

**SPECIAL TERMS AND CONDITIONS**

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

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

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

**A quarterly data report is required within 30 days of the end of each quarter (April 30, 2026, July 31, 2026, October 31, 2026, January 31, 2027, April 30, 2027, July 31, 2027, October 31, 2027, and January 31, 2027).** The quarterly report will be recorded on a form created by the reporting team.

- A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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.
- B. Upon request, additional reports of activities and services shall be provided to the County Project Manager.

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
<input checked="" type="checkbox"/> ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$2,000,000	per occurrence
<input checked="" type="checkbox"/> WORKERS COMPENSATION:		Statutory amount
<input type="checkbox"/> AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death	\$	per occurrence
	\$	aggregate
Property damage liability	\$	per occurrence
	\$	aggregate
<input checked="" type="checkbox"/> 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):



2e  
JAN 27 2026

# AGENDA ITEM SUMMARY

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

**Department: Health & Human Services**

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

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

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

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 11323-26-PBH-UN
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:**

The attached Contract is between Clallam County Health and Human Services and Peninsula Behavioral Health for the Access to Behavioral Healthcare Services for Low Income Individuals program. This program will sustain access to outpatient mental health and substance use treatment for uninsured and underinsured clients. It will ensure Medicare clients, often seniors living on fixed incomes, are not denied essential services. It will also provide crisis stabilization, housing supports, and treatment programs that help reduce emergency department utilization, incarceration, and homelessness. This contract is effective January 1, 2026 through December 31, 2027 in the amount of \$340,000.00.

**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?**   
Funds are in the HHS budget.

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

**County Official signature & print name:**  Jennifer Oppelt

**Name of Employee/Stakeholder attending meeting:** Jennifer Oppelt and Christine Dunn

**Relevant Departments:** Health and Human Services

**Date submitted:** January 8, 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)

PBH UN AIS 26-27  
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: Peninsula Behavioral Health  
Address: 118 E. 8<sup>th</sup> Street  
Port Angeles, WA 98362  
Phone N<sup>o</sup>: 360-457-0431

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B – Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2027.

IN WITNESS WHEREOF, the parties have executed this Agreement on this            day of            20            .

CONTRACTOR

Wendy Sisk  
Wendy Sisk

Print name: Wendy Sisk

Title: CEO

Date: December 31, 2025

ATTEST:

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

Originals: BOCC  
Vendor  
Initiating Department  
Copies: 5

BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

Approved as to form only by:

Kimberly Ortloff  
Kimberly Ortloff  
Deputy Prosecuting Attorney  
Clallam County

**SCOPE OF WORK**

The **Access to Behavioral Healthcare Services for Low Income Individuals** program will sustain access to outpatient mental health and substance use treatment for uninsured and underinsured clients. It will ensure Medicare clients, often seniors living on fixed incomes, are not denied essential services. It will also provide crisis stabilization, housing supports, and treatment programs that help reduce emergency department utilization, incarceration, and homelessness.

Contractor will work to:

- Alleviate the targeted behavioral health symptoms that are being treated.
- Prevent psychiatric hospitalization or re-hospitalization.
- Decrease or eliminate hospital Emergency Department utilization.
- Prevent incarceration or fewer to no legal actions during treatment.
- Obtain or re-obtain housing.
- Enhance the individual's independence and ability to function in the community.

Contractor will provide deductibles, co-pays, and denials reimbursed based on explanation of benefits sent by insurance carriers. Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment.

Maximum consideration for this contract is **\$340,000.00**

**BUDGET/FEE SCHEDULE**

January 1, 2026 – December 31, 2026

SERVICE	MAXIMUM REIMBURSED BY COUNTY
MH Services – No Insurance Coverage	\$112,500.00
SUD Services – No Insurance Coverage	\$25,000.00
MH Services – Limited Coverage	\$10,000.00
<b>TOTAL</b>	<b>\$147,500.00</b>

January 1, 2027 – December 31, 2027

SERVICE	MAXIMUM REIMBURSED BY COUNTY
MH Services – No Insurance Coverage	\$150,000.00
SUD Services – No Insurance Coverage	\$25,000.00
MH Services – Limited Coverage	\$12,500.00
SUD Services – Limited Coverage	\$5,000.00
<b>TOTAL</b>	<b>\$192,500.00</b>

**MONITORING:**

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

**CRIMINAL HISTORY BACKGROUND CHECK**

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have unsupervised access to children, adolescents, vulnerable adults and people who have developmental disabilities.
- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

The Contractor is responsible for ensuring full compliance with all applicable RCWs and any other state or federal laws and regulations related to behavioral health treatment requirements. Additionally, the Contractor shall comply with all applicable state and federal laws governing the confidentiality of client records, including but not limited to the Federal Regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and all relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of THREE HUNDRED FORTY THOUSAND DOLLARS (\$340,000.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

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

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

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

In addition, the Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for service Billing Requirements: The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services  
Attn: Behavioral Health Billing  
111 E 3rd Street  
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2028. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2028.

In no event shall Contractor be compensated in excess of THREE HUNDRED FORTY THOUSAND DOLLARS (\$340,000.00) for the completed work set forth in Attachment "A."

**2. AND**

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

**OR**

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

**OR**

**c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), 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: Christine Dunn

Title: Behavioral Health & Homelessness Program Coordinator

Address: 111 E. 3<sup>rd</sup> Street, Port Angeles, WA 98362

Telephone: 360-417-2582

E-mail: [christine.dunn@clallamcountywa.gov](mailto:christine.dunn@clallamcountywa.gov)

Fax: 360-452-9605

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.



Property damage	\$1,000,000	per occurrence
	\$2,000,000	aggregate
<input checked="" type="checkbox"/> ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$2,000,000	per occurrence
<input checked="" type="checkbox"/> WORKERS COMPENSATION:	Statutory amount	
<input type="checkbox"/> AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death	\$	per occurrence
	\$	aggregate
Property damage liability	\$	per occurrence
	\$	aggregate
<input checked="" type="checkbox"/> 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):

28  
JAN 27 2026



# AGENDA ITEM SUMMARY

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

**Department: Health & Human Services**

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

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

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

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 11323-26-PBH-PATH
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:**

The attached Contract is between Clallam County Health and Human Services and Peninsula Behavioral Health for the Projects for Assistance in Transition from Homelessness (PATH) program. This program will provide assistance to individuals, including outreach services by a case manager, who are experiencing serious mental illness and are experiencing being unsheltered or at risk of being unsheltered. PATH staff will link individuals experiencing behavioral health challenges who are unsheltered or at imminent risk of homelessness to appropriate behavioral health care, housing, and community-based resources. This contract is effective January 1, 2026 through December 31, 2027 in the amount of \$66,666.66

**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?**   
Funds are in the HHS budget.

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

**County Official signature & print name:**  Jennifer Oppelt

**Name of Employee/Stakeholder attending meeting:** Jennifer Oppelt and Christine Dunn

**Relevant Departments:** Health and Human Services

**Date submitted:** January 8, 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)

PBH PATH AIS 26-27  
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: Peninsula Behavioral Health  
Address: 118 E. 8<sup>th</sup> Street  
Port Angeles, WA 98362  
Phone N<sup>o</sup>: 360-457-0431

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B – Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2027.

IN WITNESS WHEREOF, the parties have executed this Agreement on this            day of            20            .

CONTRACTOR

Wendy Sisk  
Wendy Sisk

Print name: Wendy Sisk

Title: CEO

Date: December 31, 2025, 20

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

Originals: BOCC  
Vendor  
Initiating Department

Copies: 5  
BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

Approved as to form only by:

Kimberly Orloff  
Kimberly Orloff  
Deputy Prosecuting Attorney  
Clallam County

**SCOPE OF WORK**

The **Projects for Assistance in Transition from Homelessness (PATH)** program will provide assistance to individuals, including outreach services by a case manager, who are experiencing serious mental illness and are experiencing being unsheltered or at risk of being unsheltered. PATH staff will link individuals experiencing behavioral health challenges who are unsheltered or at imminent risk of homelessness to appropriate behavioral health care, housing, and community-based resources.

Contractor will provide:

- Number of engagements.
- Number of individuals enrolled in PBH services.
- Number of individuals enrolled in Medicaid or other health insurance.
- Number of individuals housed or on a waitlist.

Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment.

Mileage will be reimbursed at the current federal rate per mile.

Maximum consideration for this contract is **\$66,666.66**

**BUDGET/FEE SCHEDULE**

January 1, 2026 – December 31, 2026

<b>SERVICE</b>	<b>MAXIMUM REIMBURSED BY COUNTY</b>
PATH Case Manager	\$11,812.50
Supervisor	\$2,784.60
Indirect (max 15%)	\$3,030.31
Total Benefits	\$4,671.07
Outreach Supplies	\$2,191.66
Client Food Outreach	\$3,000.00
Client Transportation	\$500.00
Client Gas Cards	\$500.00
Client Short Term Motel Stays	\$4,190.52
Travel - Gas	\$500.00
Travel – Mileage	\$152.67
<b>TOTAL</b>	<b>\$33,333.33</b>

January 1, 2027 – December 31, 2027

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PATH Case Manager	\$11,812.50
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Travel - Gas	\$500.00
Travel – Mileage	\$152.67
<b>TOTAL</b>	<b>\$33,333.33</b>

**MONITORING:**

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

**CRIMINAL HISTORY BACKGROUND CHECK**

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who

have unsupervised access to children, adolescents, vulnerable adults and people who have developmental disabilities.

- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

The Contractor is responsible for ensuring full compliance with all applicable RCWs and any other state or federal laws and regulations related to behavioral health treatment requirements. Additionally, the Contractor shall comply with all applicable state and federal laws governing the confidentiality of client records, including but not limited to the Federal Regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and all relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS and SIXTY-SIX CENTS (\$66,666.66) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

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

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

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

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

In addition, the Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program’s services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for service Billing Requirements: The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services  
Attn: Behavioral Health Billing  
111 E 3rd Street  
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2028. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2028.

In no event shall Contractor be compensated in excess of SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS and SIXTY-SIX CENTS (\$66,666.66) for the completed work set forth in Attachment "A."

**2. AND**

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

**OR**

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

**OR**

**c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), 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: Christine Dunn  
 Title: Behavioral Health & Homelessness Program Coordinator  
 Address: 111 E. 3<sup>rd</sup> Street, Port Angeles, WA 98362  
 Telephone: 360-417-2582  
 E-mail: [christine.dunn@clallamcountywa.gov](mailto:christine.dunn@clallamcountywa.gov)  
 Fax: 360-452-9605

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

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

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

**SPECIAL TERMS AND CONDITIONS**

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

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

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

**A quarterly data report is required within 30 days of the end of each quarter (April 30, 2026, July 31, 2026, October 31, 2026, January 31, 2027, April 30, 2027, July 31, 2027, October 31, 2027, and January 31, 2027).** The quarterly report will be recorded on a form created by the reporting team.

- A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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.
- B. Upon request, additional reports of activities and services shall be provided to the County Project Manager.

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
<input checked="" type="checkbox"/> ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$2,000,000	per occurrence
<input checked="" type="checkbox"/> WORKERS COMPENSATION:		Statutory amount
<input type="checkbox"/> AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death	\$	per occurrence
	\$	aggregate
Property damage liability	\$	per occurrence
	\$	aggregate
<input checked="" type="checkbox"/> 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):



29  
JAN 27 2026

# AGENDA ITEM SUMMARY

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

**Department: Health & Human Services**

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

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

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

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 11323-26-OPCC
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:**

The attached Contract is between Clallam County Health and Human Services and Olympic Peninsula Community Clinic for the REDisCOVERY Unfunded/Underfunded Bridge Care program. This program will provide proactive, reactive and co-response outreach to identify underserved community members with behavioral health needs. Provide bridge care for residents awaiting intake and service from traditional office-based service providers. Provide person-centered, holistic, time-unlimited case management to successfully engage participants with behavioral health and other necessary services. This contract is effective January 1, 2026 through December 31, 2027 in the amount of \$204,684.22.

**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?**

Funds are in the HHS budget.

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

Please approve and sign.

**County Official signature & print name:**  Jennifer Oppelt

**Name of Employee/Stakeholder attending meeting:** Jennifer Oppelt and Christine Dunn

**Relevant Departments:** Health and Human Services

**Date submitted:** January 8, 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)



### 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: Olympic Peninsula Community Clinic  
Address: 819 Georgiana Street  
Port Angeles, WA 98362  
Phone Nº: 360-457-4431

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B – Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2027.

IN WITNESS WHEREOF, the parties have executed this Agreement on this            day of            20            .

CONTRACTOR

T. Scott Brandon  
T. Scott Brandon (Jan 5, 2026 10:56:15 PST)

T. Scott Brandon

Print name: T. Scott Brandon

Title: CEO

Date: January 5, 20

ATTEST:

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

Originals: BOCC  
Vendor  
Initiating Department

Copies: 5  
BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

Approved as to form only by:

Kimberly Orloff  
Deputy Prosecuting Attorney  
Clallam County

**SCOPE OF WORK**

The **REdisCOVERY Unfunded/Underfunded Bridge Care** program will provide proactive, reactive and co-response outreach to identify underserved community members with behavioral health needs. Provide bridge care for residents awaiting intake and service from traditional office-based service providers. Provide person-centered, holistic, time-unlimited case management to successfully engage participants with behavioral health and other necessary services.

The program will:

- Provide behavioral health care and case management services.
- Coordinate with service providers to link participants to behavioral health and other necessary services. Target of 40% service linkage.
- Work with participants to meet needs previously met by emergency responders and the emergency department.

Maximum consideration for this contract is **\$204,684.22**

**BUDGET/FEE SCHEDULE**

January 1, 2026 – December 31, 2026

<b>SERVICE</b>	<b>MAXIMUM REIMBURSED BY COUNTY</b>
Case Management	\$52,000.00
Scheduler/Coordinator	\$8,000.00
Program Supervision	\$8,000.00
Medical/Behavioral Provider	\$32,000.00
<b>TOTAL</b>	<b>\$100,000.00</b>

January 1, 2027 – December 31, 2027

<b>SERVICE</b>	<b>MAXIMUM REIMBURSED BY COUNTY</b>
Case Management	\$54,684.22
Scheduler/Coordinator	\$8,000.00
Program Supervision	\$8,000.00
Medical/Behavioral Provider	\$34,000.00
<b>TOTAL</b>	<b>\$104,684.22</b>

**MONITORING:**

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

**CRIMINAL HISTORY BACKGROUND CHECK**

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have unsupervised access to children, adolescents, vulnerable adults and people who have developmental disabilities.
- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

The Contractor is responsible for ensuring full compliance with all applicable RCWs and any other state or federal laws and regulations related to behavioral health treatment requirements. Additionally, the Contractor shall comply with all applicable state and federal laws governing the confidentiality of client records, including but not limited to the Federal Regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and all relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWO HUNDRED FOUR THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS and TWENTY-TWO CENTS (\$204,684.22) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

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

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

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

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

In addition, the Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program’s services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for service Billing Requirements: The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services  
Attn: Behavioral Health Billing  
111 E 3rd Street  
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2028. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2028.

In no event shall Contractor be compensated in excess of TWO HUNDRED FOUR THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS and TWENTY-TWO CENTS (\$204,684.22) for the completed work set forth in Attachment "A."

**2. AND**

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

**OR**

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

**OR**

**c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), 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: Christine Dunn  
 Title: Behavioral Health & Homelessness Program Coordinator  
 Address: 111 E. 3<sup>rd</sup> Street, Port Angeles, WA 98362  
 Telephone: 360-417-2582  
 E-mail: [christine.dunn@clallamcountywa.gov](mailto:christine.dunn@clallamcountywa.gov)  
 Fax: 360-452-9605

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

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

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

**SPECIAL TERMS AND CONDITIONS**

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

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

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

**A quarterly data report is required within 30 days of the end of each quarter (April 30, 2026, July 31, 2026, October 31, 2026, January 31, 2027, April 30, 2027, July 31, 2027, October 31, 2027, and January 31, 2027).** The quarterly report will be recorded on a form created by the reporting team.

- A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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.
- B. Upon request, additional reports of activities and services shall be provided to the County Project Manager.

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
<input checked="" type="checkbox"/> ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$2,000,000	per occurrence
<input checked="" type="checkbox"/> WORKERS COMPENSATION:	Statutory amount	
<input type="checkbox"/> AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death	\$	per occurrence
	\$	aggregate
Property damage liability	\$	per occurrence
	\$	aggregate
<input checked="" type="checkbox"/> 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):



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

2h
JAN 27 2026

Department: Health & Human Services

WORK SESSION [ ] Meeting Date:

REGULAR AGENDA [X] Meeting Date: January 27, 2026

Required originals approved and attached? [X]
Will be provided on:

Item summary:

- Call for Hearing [ ]
Contract/Agreement/MOU - Contract # 11323-26-FSFC [X]
Resolution [ ]
Proclamation [ ]
Budget Item [ ]
Draft Ordinance [ ]
Final Ordinance [ ]
Other [X]

Documents exempt from public disclosure attached: [ ]

Executive summary:

The attached Contract is between Clallam County Health and Human Services and First Step Family Support Center for the Parents as Teachers Program. This program is an evidence-based early prevention and intervention home visiting program designed for families experiencing multiple risk factors in their lives while raising children age 0-5. Personalized visits will include child development information and how it informs parenting, facilitating and strengthening parent-child interactions, identifying family needs through conversations and family assessments, facilitating goal setting, and referring families to local resources as needed. This contract is effective January 1, 2026 through December 31, 2027 in the amount of \$200,000.00.

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? [ ]

Funds are in the HHS budget.

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

Please approve and sign.

County Official signature & print name: [Signature] Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Christine Dunn

Relevant Departments: Health and Human Services

Date submitted: January 8, 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)



### 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: First Step Family Support Center  
Address: 323 E. 6<sup>th</sup> Street  
Port Angeles, WA 98362  
Phone No: 360-457-8355

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B – Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2027.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR

Signed by:  
Elisia Anderson  
Elisia Anderson

Print name: Elisia Anderson

Title: Executive Director

Date: 1/5/2026, 20\_\_\_\_\_

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

Originals: BOCC  
Vendor  
Initiating Department

Copies: 5  
BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

Approved as to form only by:  
Kimberly Orloff  
Kimberly Orloff  
Deputy Prosecuting Attorney  
Clallam County

**SCOPE OF WORK**

**The Parents as Teachers Program** is an evidence-based early prevention and intervention home visiting program designed for families experiencing multiple risk factors in their lives while raising children ages 0-5. Personalized visits will include child development information and how it informs parenting, facilitating and strengthening parent-child interactions, identifying family needs through conversations and family assessments, facilitating goal setting, and referring families to local resources as needed.

The Home Visitors (HV) will:

- Provide the following screenings and referrals to appropriate resources: ASQ-3, ASQ-SE, and Child Health Record.
- Discuss age-appropriate milestones and parenting practices at each visit.
- Will facilitate a monthly social connection with program participants.
- Will work with families to set goals and identify family strengths and available resources to support reaching their identified goals.
- Screen for depression in parents using the PHQ-9 and if identified, HVs will provide referrals to appropriate care providers or programs.

Mileage will be reimbursed at the current federal rate per mile.

Maximum consideration for this contract is **\$200,000.00**.

**BUDGET/FEE SCHEDULE**

January 1, 2026 – December 31, 2026

<b>SERVICE</b>	<b>MAXIMUM REIMBURSED BY COUNTY</b>
Parent Educator	\$41,588.40
PAT Supervisor	\$14,455.84
Indirect (max 15%)	\$8,406.64
Total Benefits	\$20,736.36
Cell Phones/Technology	\$3,200.00
Program Supplies	\$3,912.76
Office Supplies	\$1,000.00
Training & Conference Fees	\$1,000.00
Affiliation & Curriculum Renewal	\$1,400.00
IT Support	\$1,800.00
Travel	\$2,500.00

<b>TOTAL</b>	<b>\$100,000.00</b>
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January 1, 2027 – December 31, 2027

<b>SERVICE</b>	<b>MAXIMUM REIMBURSED BY COUNTY</b>
Parent Educator	\$41,588.40
PAT Supervisor	\$14,455.84
Indirect (max 15%)	\$8,406.64
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Program Supplies	\$3,912.76
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Training & Conference Fees	\$1,000.00
Affiliation & Curriculum Renewal	\$1,400.00
IT Support	\$1,800.00
Travel	\$2,500.00
<b>TOTAL</b>	<b>\$100,000.00</b>

**MONITORING:**

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

**CRIMINAL HISTORY BACKGROUND CHECK**

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have unsupervised access to children, adolescents, vulnerable adults and people who have developmental disabilities.
- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

The Contractor is responsible for ensuring full compliance with all applicable RCWs and any other state or federal laws and regulations related to behavioral health treatment requirements. Additionally, the Contractor shall comply with all applicable state and federal laws governing the confidentiality of client records, including but not limited to the Federal Regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and all relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

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

***Name/Position***

***Hourly Rate***

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

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

In addition, the Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for service Billing Requirements: The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services  
Attn: Behavioral Health Billing  
111 E 3rd Street  
Port Angeles, WA 98362**

PERSONAL SERVICES AGREEMENT

ATTACHMENT B

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2028. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2028.

In no event shall Contractor be compensated in excess of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for the completed work set forth in Attachment "A."

**2. AND**

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

**OR**

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

**OR**

**c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

## PERSONAL SERVICES AGREEMENT

## ATTACHMENT C

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: Christine Dunn  
 Title: Behavioral Health & Homelessness Program Coordinator  
 Address: 111 E. 3<sup>rd</sup> Street, Port Angeles, WA 98362  
 Telephone: 360-417-2582  
 E-mail: [christine.dunn@clallamcountywa.gov](mailto:christine.dunn@clallamcountywa.gov)  
 Fax: 360-452-9605

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

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

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

**SPECIAL TERMS AND CONDITIONS**

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

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

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

**A quarterly data report is required within 30 days of the end of each quarter (April 30, 2026, July 31, 2026, October 31, 2026, January 31, 2027, April 30, 2027, July 31, 2027, October 31, 2027, and January 31, 2027).** The quarterly report will be recorded on a form created by the reporting team.

- A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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.
- B. Upon request, additional reports of activities and services shall be provided to the County Project Manager.

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
<input checked="" type="checkbox"/>	ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$2,000,000	per occurrence
<input checked="" type="checkbox"/>	WORKERS COMPENSATION:		Statutory amount
<input type="checkbox"/>	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	\$	per occurrence
		\$	aggregate
	Property damage liability	\$	per occurrence
		\$	aggregate
<input checked="" type="checkbox"/>	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

PERSONAL SERVICES AGREEMENT

ATTACHMENT D

damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

4. Other (specify):



# AGENDA ITEM SUMMARY

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

21  
JAN 27 2026

**Department: Health & Human Services**

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

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

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

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 11323-26-TOA
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:**

The attached Contract is between Clallam County Health and Human Services and Transformations by Olympic Angels. Transformations by Olympic Angels will continue to expand delivery of the Dare to Dream and Love Box programs in Clallam County so children and families in the foster community have a radically improved and supported foster experience. These programs will provide tools for nourished and stabilized homes, access to normal childhood experiences for youth, and connection to deep and affirming relationships. These goals are empirically supported to reduce the negative effects of foster care including mental health problems, substance abuse, and homelessness. This contract is effective January 1, 2026 through December 31, 2027 in the amount of \$25,294.00.

**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?**   
Funds are in the HHS budget.

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

**County Official signature & print name:**  Jennifer Oppelt

**Name of Employee/Stakeholder attending meeting:** Jennifer Oppelt and Christine Dunn

**Relevant Departments:** Health and Human Services

**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)



### 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: Transformations by Olympic Angels  
Address: 822 W. 13<sup>th</sup> Street  
Port Angeles, WA 98363  
Phone No: 510-499-4743

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B – Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2027.

IN WITNESS WHEREOF, the parties have executed this Agreement on this            day of            20            .

CONTRACTOR

Tasha Fitzgerald

Copies: 5  
BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Print name: Tasha Fitzgerald

Title: Executive Director

Date: January 6, 2026

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

ATTEST:

Approved as to form only by:

Kimberly Ortloff  
Deputy Prosecuting Attorney  
Clallam County

Loni Gores, Clerk of the Board

Originals: BOCC  
Vendor  
Initiating Department

**SCOPE OF WORK**

**Transformations by Olympic Angels** will continue to expand delivery of the **Dare to Dream and Love Box** programs in Clallam County so children and families in the foster community have a radically improved and supported foster experience. These programs will provide tools for nourished and stabilized homes, access to normal childhood experiences for youth, and connection to deep and affirming relationships. These goals are empirically supported to reduce the negative effects of foster care including mental health problems, substance abuse, and homelessness.

**Goals**

- Enable community volunteers to provide wrap-around support for foster families through positive long-term relationships and intentional giving.
- Increase normalcy, placement stability and relational permanence for foster children and their caregivers.
- Enable community volunteers to provide mentorship to foster youth to address developmental milestones necessary for life after foster care.
- Youth in foster care gain independent living skills to reach adult preparedness.

Maximum consideration for this contract is **\$25,294.00**.

**BUDGET/FEE SCHEDULE**

January 1, 2026 – December 31, 2026

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Clallam Case Manager I	\$12,000.00
Apricot Software	\$647.00
<b>TOTAL</b>	<b>\$12,647.00</b>

January 1, 2027 – December 31, 2027

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Clallam Case Manager I	\$12,000.00
Apricot Software	\$647.00
<b>TOTAL</b>	<b>\$12,647.00</b>

**MONITORING:**

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for

signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

### **CRIMINAL HISTORY BACKGROUND CHECK**

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have unsupervised access to children, adolescents, vulnerable adults and people who have developmental disabilities.
- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

The Contractor is responsible for ensuring full compliance with all applicable RCWs and any other state or federal laws and regulations related to behavioral health treatment requirements. Additionally, the Contractor shall comply with all applicable state and federal laws governing the confidentiality of client records, including but not limited to the Federal Regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and all relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWENTY-FIVE THOUSAND TWO HUNDRED NINETY-FOUR DOLLARS (\$25,294.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify)

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

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

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

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

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

In addition, the Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for service Billing Requirements: The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services  
Attn: Behavioral Health Billing  
111 E 3rd Street  
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2028. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2028.

In no event shall Contractor be compensated in excess of TWENTY-FIVE THOUSAND TWO HUNDRED NINETY-FOUR DOLLARS (\$25,294.00) for the completed work set forth in Attachment "A."

**2. AND**

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

**OR**

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

**OR**

**c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), 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: Christine Dunn

Title: Behavioral Health & Homelessness Program Coordinator

Address: 111 E. 3<sup>rd</sup> Street, Port Angeles, WA 98362

Telephone: 360-417-2582

E-mail: [christine.dunn@clallamcountywa.gov](mailto:christine.dunn@clallamcountywa.gov)

Fax: 360-452-9605

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

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

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

**SPECIAL TERMS AND CONDITIONS**

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

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

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

**A quarterly data report is required within 30 days of the end of each quarter (April 30, 2026, July 31, 2026, October 31, 2026, January 31, 2027, April 30, 2027, July 31, 2027, October 31, 2027, and January 31, 2027).** The quarterly report will be recorded on a form created by the reporting team.

- A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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.
- B. Upon request, additional reports of activities and services shall be provided to the County Project Manager.

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
<input checked="" type="checkbox"/> ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$2,000,000	per occurrence
<input checked="" type="checkbox"/> WORKERS COMPENSATION:	Statutory amount	
<input type="checkbox"/> AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death	\$	per occurrence
	\$	aggregate
Property damage liability	\$	per occurrence
	\$	aggregate
<input checked="" type="checkbox"/> 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):

25  
JAN 27 2026



# AGENDA ITEM SUMMARY

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

**Department: Health & Human Services**

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

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

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

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 11323-26-TBP
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:**

The attached Contract is between Clallam County Health and Human Services and The Benji Project for the Building Resilience in Clallam County: Expanding Evidence-based Youth Mental Health Prevention program. This program will bring evidence-based mindfulness and self-compassion programming into Clallam County, addressing the acute youth mental health crisis in rural parts of the Olympic Peninsula. The Benji project will conduct a community assessment, deliver pilot workshops, build school and community partnerships, launch school-based programs reaching 150-200 youth, establish community-based programming, and create sustainable referral networks. This program will work to bring critical preventative mental health tools to youth, reducing crisis-level interventions through upstream prevention. This contract is effective January 1, 2026 through December 31, 2027 in the amount of \$55,000.00.

**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?**   
Funds are in the HHS budget.

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

**County Official signature & print name:**  Jennifer Oppelt

**Name of Employee/Stakeholder attending meeting:** Jennifer Oppelt and Christine Dunn

**Relevant Departments:** Health and Human Services

**Date submitted:** January 14, 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)



**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: The Benji Project  
Address: P.O. Box 1487  
Port Townsend, WA 98368  
Phone No: 360-344-2054

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B – Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2027.

IN WITNESS WHEREOF, the parties have executed this Agreement on this            day of            20            .

CONTRACTOR

Copies: 5  
BOARD OF CLALLAM COUNTY COMMISSIONERS

  
Heather McRae-Woolf (Jan 9, 2026 15:16:46 PST)

Mike French, Chair

Print name: Heather McRae-Woolf

Title: Executive Director

Date: Jan 9, 2026, 20

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

ATTEST:

Approved as to form only by:

Loni Gores, Clerk of the Board

  
Kimberly Orloff  
Deputy Prosecuting Attorney  
Clallam County

Originals: BOCC  
Vendor  
Initiating Department

**SCOPE OF WORK**

The **Benji Project – Building Resilience in Clallam County: Expanding Evidence-based Youth Mental Health Prevention** program will bring evidence-based mindfulness and self-compassion programming into Clallam County, addressing the acute youth mental health crisis in rural parts of the Olympic Peninsula. The Benji project will conduct a community assessment, deliver pilot workshops, build school and community partnerships, launch school-based programs reaching 150-200 youth, establish community-based programming, and create sustainable referral networks. This program will work to bring critical preventative mental health tools to youth, reducing crisis-level interventions through upstream prevention.

Maximum consideration for this contract is **\$55,000.00**.

**BUDGET/FEE SCHEDULE**

January 1, 2026 – December 31, 2026

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Executive Director	\$10,000.00
Program Coordinators	\$6,000.00
Contract Instructors	\$4,000.00
Admin/Overhead	\$2,000.00
<b>TOTAL</b>	<b>\$22,000.00</b>

January 1, 2027 – December 31, 2027

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Program Coordinators (Existing)	\$4,000.00
Program Coordinator (New Hire)	\$21,000.00
Contract Instructors	\$5,000.00
Admin/Overhead	\$3,000.00
<b>TOTAL</b>	<b>\$33,000.00</b>

**MONITORING:**

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

**CRIMINAL HISTORY BACKGROUND CHECK**

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have unsupervised access to children, adolescents, vulnerable adults and people who have developmental disabilities.
- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

The Contractor is responsible for ensuring full compliance with all applicable RCWs and any other state or federal laws and regulations related to behavioral health treatment requirements. Additionally, the Contractor shall comply with all applicable state and federal laws governing the confidentiality of client records, including but not limited to the Federal Regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and all relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

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

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

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

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

In addition, the Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for service Billing Requirements: The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services  
Attn: Behavioral Health Billing  
111 E 3rd Street  
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2028. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2028.

In no event shall Contractor be compensated in excess of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) for the completed work set forth in Attachment "A."

**2. AND**

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

**OR**

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

**OR**

**c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), 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: Christine Dunn  
 Title: Behavioral Health & Homelessness Program Coordinator  
 Address: 111 E. 3<sup>rd</sup> Street, Port Angeles, WA 98362  
 Telephone: 360-417-2582  
 E-mail: [christine.dunn@dallamcountywa.gov](mailto:christine.dunn@dallamcountywa.gov)  
 Fax: 360-452-9605

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

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

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

**SPECIAL TERMS AND CONDITIONS**

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

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

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

**A quarterly data report is required within 30 days of the end of each quarter (April 30, 2026, July 31, 2026, October 31, 2026, January 31, 2027, April 30, 2027, July 31, 2027, October 31, 2027, and January 31, 2027).** The quarterly report will be recorded on a form created by the reporting team.

- A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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.
- B. Upon request, additional reports of activities and services shall be provided to the County Project Manager.

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
<input checked="" type="checkbox"/> ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$2,000,000	per occurrence
<input checked="" type="checkbox"/> WORKERS COMPENSATION:	Statutory amount	
<input type="checkbox"/> AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death	\$	per occurrence
	\$	aggregate
Property damage liability	\$	per occurrence
	\$	aggregate
<input checked="" type="checkbox"/> 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):

# Benji BH Contract Draft

Final Audit Report

2026-01-09

Created:	2026-01-09
By:	Benji Team (info@thebenjiproject.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAACrHnmTOF7MFKrIzphVUDssAl8wDvngP

## "Benji BH Contract Draft" History

-  Document created by Benji Team (info@thebenjiproject.org)  
2026-01-09 - 8:58:18 PM GMT
-  Document emailed to Heather McRae-Woolf (heather@thebenjiproject.org) for signature  
2026-01-09 - 8:59:10 PM GMT
-  Email viewed by Heather McRae-Woolf (heather@thebenjiproject.org)  
2026-01-09 - 11:16:07 PM GMT
-  Document e-signed by Heather McRae-Woolf (heather@thebenjiproject.org)  
Signature Date: 2026-01-09 - 11:16:46 PM GMT - Time Source: server
-  Agreement completed.  
2026-01-09 - 11:16:46 PM GMT

2V

JAN 27 2026



# AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION  Meeting Date:

REGULAR AGENDA  Meeting Date: January 27, 2026

Required originals approved and attached?   
Will be provided on:

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 11323-26-BGCOP
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

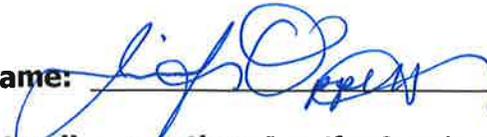
Documents exempt from public disclosure attached:

**Executive summary:**

The attached Contract is between Clallam County Health and Human Services and The Boys and Girls Clubs of the Olympic Peninsula for the Behavioral Health Initiative. This program will provide a behavioral health specialist position that will strengthen the capacity to address youth's mental and behavioral health through trauma-informed, strength-based practices and programs handpicked to address member needs. This integrated role will combine program leadership with behavioral support, ensuring that evidence-based wellness practices are embedded across all areas of Club programming. The Specialist will provide direct support to youth experiencing emotional or behavioral challenges, facilitate small group sessions, and lead family engagement initiatives. In addition, this role will support staff through ongoing training in trauma-informed care and positive youth development. This contract is effective January 1, 2026 through December 31, 2027 in the amount of \$70,000.00.

**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?**   
Funds are in the HHS budget.

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

**County Official signature & print name:**  Jennifer Oppelt

**Name of Employee/Stakeholder attending meeting:** Jennifer Oppelt and Christine Dunn

**Relevant Departments:** Health and Human Services

**Date submitted:** January 13, 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)

B&G AIS 26-27  
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: The Boys & Girls Clubs of the Olympic Peninsula  
Address: 400 W. Fir Street  
Sequim, WA 98382  
Phone N°: 360-683-8095 x302

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B – Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2027.

IN WITNESS WHEREOF, the parties have executed this Agreement on this            day of            20            .

CONTRACTOR

*[Handwritten Signature]*

Print name: JANET GRAY

Title: CHIEF DEVELOPMENT OFFICER

Date: JANUARY 8, 2026

ATTEST:

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

Originals: BOCC  
Vendor  
Initiating Department

Copies: 5  
BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

Approved as to form only by:

*[Handwritten Signature]*  
\_\_\_\_\_  
Kindra L. Orling  
Deputy Prosecuting Attorney  
Clallam County

**SCOPE OF WORK**

The **Boys and Girls Clubs Behavioral Health Initiative** will provide a program and a behavioral health specialist position that will strengthen the capacity to address youth's mental and behavioral health through trauma-informed, strength-based practices and programs handpicked to address member needs. This integrated role will combine program leadership with behavioral support, ensuring that evidence-based wellness practices are embedded across all areas of Club programming. The Specialist will provide direct support to youth experiencing emotional or behavioral challenges, facilitate small group sessions, and lead family engagement initiatives. In addition, this role will support staff through ongoing training in trauma-informed care and positive youth development.

Maximum consideration for this contract is **\$70,000.00**.

**BUDGET/FEE SCHEDULE**

January 1, 2026 – December 31, 2026

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Program & Behavior Specialist	\$30,000.00
Benefits	\$5,000.00
<b>TOTAL</b>	<b>\$35,000.00</b>

January 1, 2027 – December 31, 2027

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Program & Behavior Specialist	\$30,000.00
Benefits	\$5,000.00
<b>TOTAL</b>	<b>\$35,000.00</b>

**MONITORING:**

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

**CRIMINAL HISTORY BACKGROUND CHECK**

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have unsupervised access to children, adolescents, vulnerable adults and people who have developmental disabilities.
- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

The Contractor is responsible for ensuring full compliance with all applicable RCWs and any other state or federal laws and regulations related to behavioral health treatment requirements. Additionally, the Contractor shall comply with all applicable state and federal laws governing the confidentiality of client records, including but not limited to the Federal Regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and all relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of SEVENTY THOUSAND DOLLARS (\$70,000.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

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

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

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

In addition, the Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for service Billing Requirements: The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services  
Attn: Behavioral Health Billing  
111 E 3rd Street  
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2028. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2028.

In no event shall Contractor be compensated in excess of SEVENTY THOUSAND DOLLARS (\$70,000.00) for the completed work set forth in Attachment "A."

**2. AND**

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

**OR**

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

**OR**

**c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), 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: Christine Dunn

Title: Behavioral Health & Homelessness Program Coordinator

Address: 111 E. 3<sup>rd</sup> Street, Port Angeles, WA 98362

Telephone: 360-417-2582

E-mail: [christine.dunn@clallamcountywa.gov](mailto:christine.dunn@clallamcountywa.gov)

Fax: 360-452-9605

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

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

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

**SPECIAL TERMS AND CONDITIONS**

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

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

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

**A quarterly data report is required within 30 days of the end of each quarter (April 30, 2026, July 31, 2026, October 31, 2026, January 31, 2027, April 30, 2027, July 31, 2027, October 31, 2027, and January 31, 2027).** The quarterly report will be recorded on a form created by the reporting team.

- A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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.
- B. Upon request, additional reports of activities and services shall be provided to the County Project Manager.

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
<input checked="" type="checkbox"/> ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$2,000,000	per occurrence
<input checked="" type="checkbox"/> WORKERS COMPENSATION:	Statutory amount	
<input type="checkbox"/> AUTOMOBILE: coverage on owned, noni-owned, rented and hired vehicles		
Bodily injury, liability, including death	\$	per occurrence
	\$	aggregate
Property damage liability	\$	per occurrence
	\$	aggregate
<input checked="" type="checkbox"/> 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):



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# AGENDA ITEM SUMMARY

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

IAN 27 2026

**Department: Health & Human Services**

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

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

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

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 11323-26-WEO
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:**

The attached Contract is between Clallam County Health and Human Services and West End Outreach Services. This program will provide treatment for behavioral health conditions by assisting individuals and families to move toward and maintain a recovery lifestyle. These positive behavioral and psychological changes allow participants to be successful in their lives thus decreasing poverty rates, family violence and dysfunction as well as criminal behaviors. These changes support educational achievement and improve overall health outcomes for this population, these improvements benefit the entire west end of Clallam County. This contract is effective January 1, 2026 through December 31, 2027 in the amount of \$50,000.00.

**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?**

Funds are in the HHS budget.

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

Please approve and sign.

**County Official signature & print name:**  Jennifer Oppelt

**Name of Employee/Stakeholder attending meeting:** Jennifer Oppelt and Christine Dunn

**Relevant Departments:** Health and Human Services

**Date submitted:** January 14, 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)



### 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: West End Outreach Services  
Address: 530 Bogachiel Way  
Forks, WA 98331  
Phone No: 360-374-5011

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B - Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) -

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2027.

IN WITNESS WHEREOF, the parties have executed this Agreement on this            day of            20            .

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Heidi Anderson

Mike French, Chair

Print name: Heidi Anderson

Title: Chief Executive Officer

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

Date: January 6th, 2026

Approved as to form only by:

ATTEST:

Kimberly Orloff  
Kimberly Orloff  
Deputy Prosecuting Attorney  
Clallam County

Loni Gores, Clerk of the Board

Originals: BOCC  
Vendor  
Initiating Department  
Copies: 5

**SCOPE OF WORK**

**West End Outreach Services** will provide treatment for behavioral health conditions by assisting individuals and families to move toward and maintain a recovery lifestyle. These positive behavioral and psychological changes allow participants to be successful in their lives thus decreasing poverty rates, family violence and dysfunction as well as criminal behaviors. These changes support educational achievement and improve overall health outcomes for this population, these improvements benefit the entire west end of Clallam County.

Services to include:

- Intake/assessment
- Individual and group counseling,
- Case management,
- Peer support services,
- Medication monitoring
- Adult day support services.

Services will be provided to participants who are underinsured. Financial screening will be done to establish eligibility and determine that other funding is not available for an individual’s treatment.

Maximum consideration for this contract is **\$50,000.00**.

**BUDGET/FEE SCHEDULE**

January 1, 2026 – December 31, 2026

SERVICE	MAXIMUM REIMBURSED BY COUNTY
6 Intakes/Assessments	\$1,080.00
75 Hours of Individual/Family Therapy	\$7,500.00
229 Hours of Group Therapy	\$8,000.00
80 Hours of Case Management	\$2,500.00
132 Hours of Day Treatment Services	\$5,000.00
Insurance Co-Pays	\$920.00
<b>TOTAL</b>	<b>\$25,000.00</b>

January 1, 2027 – December 31, 2027

SERVICE	MAXIMUM REIMBURSED BY COUNTY
6 Intakes/Assessments	\$1,080.00
75 Hours of Individual/Family Therapy	\$7,500.00
229 Hours of Group Therapy	\$8,000.00
80 Hours of Case Management	\$2,500.00
132 Hours of Day Treatment Services	\$5,000.00
Insurance Co-Pays	\$920.00
<b>TOTAL</b>	<b>\$25,000.00</b>

**MONITORING:**

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

**CRIMINAL HISTORY BACKGROUND CHECK**

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have unsupervised access to children, adolescents, vulnerable adults and people who have developmental disabilities.
- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

The Contractor is responsible for ensuring full compliance with all applicable RCWs and any other state or federal laws and regulations related to behavioral health treatment requirements. Additionally, the Contractor shall comply with all applicable state and federal laws governing the confidentiality of client records, including but not limited to the Federal Regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and all relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of FIFTY THOUSAND DOLLARS (\$50,000.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

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

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

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

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

In addition, the Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for service Billing Requirements: The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services  
Attn: Behavioral Health Billing  
111 E 3rd Street  
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2028. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2028.

In no event shall Contractor be compensated in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) for the completed work set forth in Attachment "A."

**2. AND**

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

**OR**

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

**OR**

**c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), 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: Christine Dunn  
 Title: Behavioral Health & Homelessness Program Coordinator  
 Address: 111 E. 3<sup>rd</sup> Street, Port Angeles, WA 98362  
 Telephone: 360-417-2582  
 E-mail: [christine.dunn@clallamcountywa.gov](mailto:christine.dunn@clallamcountywa.gov)  
 Fax: 360-452-9605

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

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

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

**SPECIAL TERMS AND CONDITIONS**

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

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

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

**A quarterly data report is required within 30 days of the end of each quarter (April 30, 2026, July 31, 2026, October 31, 2026, January 31, 2027, April 30, 2027, July 31, 2027, October 31, 2027, and January 31, 2027).** The quarterly report will be recorded on a form created by the reporting team.

- A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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.
- B. Upon request, additional reports of activities and services shall be provided to the County Project Manager.

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
<input checked="" type="checkbox"/> ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$2,000,000	per occurrence
<input checked="" type="checkbox"/> WORKERS COMPENSATION:	Statutory amount	
<input type="checkbox"/> AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death	\$	per occurrence
	\$	aggregate
Property damage liability	\$	per occurrence
	\$	aggregate
<input checked="" type="checkbox"/> 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):

JAN 27 2026



# AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION  Meeting Date:

REGULAR AGENDA  Meeting Date: January 27, 2026

Required originals approved and attached?   
Will be provided on:

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 11323-26-OPGC
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

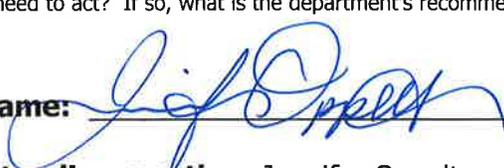
Documents exempt from public disclosure attached:

**Executive summary:**

The attached Contract is between Clallam County Health and Human Services and Olympic Person Growth Center. The Filling the Gap program will provide direct services funding for youth and adults in need of behavioral health treatment and assessment for substance use disorder (SUD) treatment. SUD treatment will consist of several counseling settings including group, individual, family, and conjoint sessions. Candidates will be screened into the program based on financial eligibility and a lack of other resources available to fund their treatment. Services will be provided based on an individual's needs and diagnosis. This contract is effective January 1, 2026 through December 31, 2027 in the amount of \$144,684.22.

**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?**   
Funds are in the HHS budget.

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

**County Official signature & print name:**  Jennifer Oppelt

**Name of Employee/Stakeholder attending meeting:** Jennifer Oppelt and Christine Dunn

**Relevant Departments:** Health and Human Services

**Date submitted:** January 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)

OPGC AIS 26-27  
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: Olympic Personal Growth Center  
Address: 390 E. Cedar Street  
Sequim, WA 98382  
Phone N°: 360-681-8463

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B - Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) -

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2027.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR

\_\_\_\_\_  
Kristina Bullington

Print name: Kristina Bullington

Title: Administrator

Date: January 15<sup>th</sup>, 2026

ATTEST:

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

Originals: BOCC  
Vendor  
Initiating Department

Copies: 5  
BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

Approved as to form only by:

\_\_\_\_\_  
Kimberly Orloff  
Deputy Prosecuting Attorney  
Clallam County

**SCOPE OF WORK**

The **Filling the Gap** program will provide direct services funding for youth and adults in need of behavioral health treatment and assessment for substance use disorder (SUD) treatment. SUD treatment will consist of several counseling settings including group, individual, family, and conjoint sessions. Candidates will be screened into the program based on financial eligibility and a lack of other resources available to fund their treatment. Services will be provided based on an individual's needs and diagnosis.

Program goals:

- Reduce healthcare costs of participants.
- Reduce cost of criminal justice services of participants.
- Retention in outpatient treatment.

Maximum consideration for this contract is **\$144,684.22**

**BUDGET/FEE SCHEDULE**

January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Monthly Case Rate (\$955 case rate per client per month)	\$70,000.00
<b>TOTAL</b>	<b>\$70,000.00</b>

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Monthly Case Rate (\$955 case rate per client per month)	\$74,684.22
<b>TOTAL</b>	<b>\$74,684.22</b>

**MONITORING:**

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

**CRIMINAL HISTORY BACKGROUND CHECK**

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have unsupervised access to children, adolescents, vulnerable adults and people who have developmental disabilities.
- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

The Contractor is responsible for ensuring full compliance with all applicable RCWs and any other state or federal laws and regulations related to behavioral health treatment requirements. Additionally, the Contractor shall comply with all applicable state and federal laws governing the confidentiality of client records, including but not limited to the Federal Regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and all relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of ONE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS and TWENTY-TWO CENTS (\$144,684.22) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

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

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

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

In addition, the Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for service Billing Requirements: The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services  
Attn: Behavioral Health Billing  
111 E 3rd Street  
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2028. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2028.

In no event shall Contractor be compensated in excess of ONE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS and TWENTY-TWO CENTS (\$144,684.22) for the completed work set forth in Attachment "A."

**2. AND**

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

**OR**

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

**OR**

**c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), 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: Christine Dunn  
 Title: Behavioral Health & Homelessness Program Coordinator  
 Address: 111 E. 3<sup>rd</sup> Street, Port Angeles, WA 98362  
 Telephone: 360-417-2582  
 E-mail: [christine.dunn@clallamcountywa.gov](mailto:christine.dunn@clallamcountywa.gov)  
 Fax: 360-452-9605

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

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

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

**SPECIAL TERMS AND CONDITIONS**

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

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

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

**A quarterly data report is required within 30 days of the end of each quarter (April 30, 2026, July 31, 2026, October 31, 2026, January 31, 2027, April 30, 2027, July 31, 2027, October 31, 2027, and January 31, 2027).** The quarterly report will be recorded on a form created by the reporting team.

- A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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.
- B. Upon request, additional reports of activities and services shall be provided to the County Project Manager.

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
<input checked="" type="checkbox"/> ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$2,000,000	per occurrence
<input checked="" type="checkbox"/> WORKERS COMPENSATION:		Statutory amount
<input type="checkbox"/> AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death	\$	per occurrence
	\$	aggregate
Property damage liability	\$	per occurrence
	\$	aggregate
<input checked="" type="checkbox"/> 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):

21  
JAN 27 2026



# AGENDA ITEM SUMMARY

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

**Department: Health & Human Services**

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

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

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

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # 11323-26-SSD
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:**

The attached Contract is between Clallam County Health and Human Services and Sequim High School and Sequim Middle School for the Education and Early Intervention for Mental Wellness program. This program will continue implementation of the previously used evidenced-based Mental Health Literacy curriculum for all freshmen at Sequim High School and all 7<sup>th</sup> graders at Sequim Middle School. The Program Manager will respond to student inquiries and provide resources to assist students and families. High school and Middle school teaching and counseling staff will be able to use program expertise to improve the services inside and outside of the classroom. Linkages to outside resources and community services for adolescents and their families will be strengthened. This contract is effective January 1, 2026 through December 31, 2026 in the amount of \$90,906.25.

**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?**   
Funds are in the HHS budget.

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

**County Official signature & print name:**  Jennifer Oppelt

**Name of Employee/Stakeholder attending meeting:** Jennifer Oppelt and Christine Dunn

**Relevant Departments:** Health and Human Services

**Date submitted:** January 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)

SSD AIS 26-27  
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: Sequim High School and Sequim Middle School  
Address: 601 N. Sequim Ave  
Sequim, WA 98382  
Phone N<sup>o</sup>: 360-582-3601

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B - Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) -

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2026.

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

CONTRACTOR

*[Handwritten signature: Donna Hudson]*

Copies: 5  
BOARD OF CLALLAM COUNTY COMMISSIONERS

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

Print name: Donna Hudson

Title: Asst Supt.

Date: 1-16-26, 2026

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

ATTEST:

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

Approved as to form only by:

*[Handwritten signature: Kimberly Orloff]*  
\_\_\_\_\_  
Kimberly Orloff  
Deputy Prosecuting Attorney  
Clallam County

Originals: BOCC  
Vendor  
Initiating Department

**SCOPE OF WORK**

The Education and Early Intervention for Mental Wellness program will continue implementation of the previously used evidenced-based Mental Health Literacy curriculum for all freshmen at Sequim High School and all 7<sup>th</sup> graders at Sequim Middle School.

The Program Manager will respond to student inquiries and provide resources to assist students and families. This individual will collaborate with school counselors to determine when further referrals to more intensive treatment or education are needed. High school and Middle school teaching and counseling staff will be able to use program expertise to improve the services inside and outside of the classroom. Linkages to outside resources and community services for adolescents and their families will be strengthened.

**Goals**

- Educating appropriate staff and all students in mental wellness through an evidence-based curriculum presented in their 7<sup>th</sup> and 9<sup>th</sup> grade year.
- Provide family/student counseling and facilitate linkages to community providers for additional assistance.
- Collaborate with community organizations to ensure students needs are met both inside and outside of school.
- Assist in identifying struggling students who may need mental health support and facilitate treatment with family and local providers.
- This one-year funding period shall be prioritized for the development and implementation of a sustainability plan for the program.

Maximum consideration for this contract is **\$90,906.25**.

**BUDGET/FEE SCHEDULE**

January 1, 2026 – December 31, 2026

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Program Manager	\$88,200.00
Supplies & Equipment	\$2,706.25
<b>TOTAL</b>	<b>\$90,906.25</b>

**MONITORING:**

Over the duration of the contract, the County may make a minimum of one or more monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits may include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that any access to confidential material is legally authorized.

**CRIMINAL HISTORY BACKGROUND CHECK**

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have unsupervised access to children, adolescents, vulnerable adults and people who have developmental disabilities.
- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

The Contractor is responsible for ensuring full compliance with all applicable RCWs and any other state or federal laws and regulations related to behavioral health treatment requirements. Additionally, the Contractor shall comply with all applicable state and federal laws governing the confidentiality of client records, including but not limited to the Federal Regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and all relevant provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of NINETY THOUSAND NINE HUNDRED SIX DOLLARS and TWENTY-FIVE CENTS (\$90,906.25) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

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

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

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

In addition, the Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for service Billing Requirements: The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services  
Attn: Behavioral Health Billing  
111 E 3rd Street  
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2028. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2028.

In no event shall Contractor be compensated in excess of NINETY THOUSAND NINE HUNDRED SIX DOLLARS and TWENTY-FIVE CENTS (\$90,906.25) for the completed work set forth in Attachment "A."

**2. AND**

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

**OR**

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

**OR**

**c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), 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: Christine Dunn

Title: Behavioral Health & Homelessness Program Coordinator

Address: 111 E. 3<sup>rd</sup> Street, Port Angeles, WA 98362

Telephone: 360-417-2582

E-mail: [christine.dunn@clallamcountywa.gov](mailto:christine.dunn@clallamcountywa.gov)

Fax: 360-452-9605

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.





# AGENDA ITEM SUMMARY

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

3a

IAN 27 2026

Department: BOCC

WORK SESSION  Meeting Date:

REGULAR AGENDA  Meeting Date: 1-27-26

**Item summary:**

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

**Executive summary:**

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on January 27, 2026.

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

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

See attached form(s).

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

Approve the attached Resolution – Budget revisions.

County Official signature & print name:  Eleanor Hill

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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

Budget Revisions 1-27-266  
Revised: 3-04-2019



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

ADOPTING A BUDGET REVISION FOR THE DEPARTMENT/FUND LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

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

Health & Human Services–Environmental Health – The HHS Environmental Health budget is being revised to purchase a venting unit for the water lab, replacing a 2025 budget request that was not used because the final invoice exceeded the approved amount/\$10,000

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

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

PASSED AND ADOPTED this 27<sup>th</sup> day of January 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

ATTEST:

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

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

c: Budget Coordinator  
Treasurer  
Affected Department(s)

# CLALLAM COUNTY BUDGET CHANGE FORM



**Date Submitted:** 12-26-2025      **Budget Hearing/Meeting Date:** 1-27-2026 ✓

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

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

**REVENUE/SOURCE**

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env Health ✓	56252.31.0075 ✓	Laboratory Supplies ✓	10,000 ✓
Total				10,000 ✓

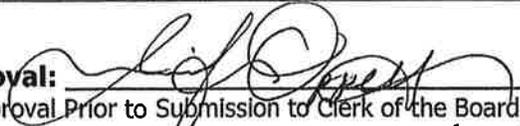
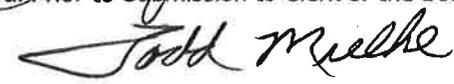
**EXPENDITURES**

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env Health ✓	59462.64.0010 ✓	Machinery & Equipment ✓	10,000 ✓
Total				10,000 ✓

**Revenue/Source and Expenditure totals must agree.**

**REASON FOR BUDGET ACTION:**

The HHS Environmental Health budget is being revised for a capital purchase for the water lab. The equipment purchased will be a venting unit that will be used when processing laboratory samples that use chemicals that need ventilation. This will be replacing the budget change request that was made during 2025 which was not utilized because the final invoice received exceeded the amount of the budget request.

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






# AGENDA ITEM SUMMARY

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

4a  
JAN 27 2026

Department: Board of Commissioners

REGULAR AGENDA  Meeting Date: 4<sup>th</sup> Meeting Each Month

**Item summary:**

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

Documents exempt from public disclosure attached:

**Executive summary:**

"Commissioner Forum". The Board of County Commissioners desires to set aside time on a regular basis to hear from County residents and answer questions regarding County business. This time is designated for residents to ask questions regarding County business – residents with multiple questions will be allowed to ask one question at a time, but can ask additional questions after others have been given an opportunity to ask their questions. This session will be the "last" agenda item of the meeting and will begin as soon as previous agenda items have been addressed. This session will last 45 minutes or until there are no further questions. Regardless of the start time, this session will end no later than 11:45am to afford Commissioners the ability to attend noon meetings.

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

**Recommended action:** (Does the Board need to act? If so, what is the department's recommendation?)  
Public interaction. No immediate action is required.

**County Official signature & print name:**  Todd Mielke, Administrator

**Name of Employee/Stakeholder attending meeting:** BOCC, Todd Mielke

**Relevant Departments:** BOCC, Finance, Civil Office of Prosecutor's Office (potential)

\* 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)

Q&A Community Forum Repeating item  
Revised: 3-04-2019

1/27/26