



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, April 5, 2021 – 8:00 a.m.

****ATTENTION****

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

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

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

If you would like to participate in the meeting via BlueJeans audio only, call 408-419-1715 and join with Meeting ID: 875 561 784

If you would like to participate in the meeting via BlueJeans video conference, visit www.bluejeans.com and join with Meeting ID: 875 561 784

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

Modification

Modification added 4/2/21 

Administration – 9 a.m.

1. Calendar/Correspondence
2. Notice of call for bids to be received no later than 10 a.m., Tuesday, May 25, 2021 for Jail Control Room Upgrade and Improvement Project

Notice of call for bids 

3. Agreement with Washington State University Extension to provide educational programs in the Extension Program

Agreement 

4. Bullman Beach Water System update and next steps

Update and next steps 

5. Agreement with Clallam Conservation District for the National Estuary/Department of Health Pollution Identification and Correction Grant

Agreement 

Public Works

6. Agreement amendment with US Department of Transportation - Federal Highway Administration for the Spruce Railroad Trail Segment B Project

Agreement Amendment 

Board of Commissioners

7. Discussion on Measuring the Impact of Economic Development Efforts – 10 a.m.

Discussion 

8. Dungeness water exchange pricing update

Pricing update 

9. Resolution appointing Robert Knapp to the Marine Resources Committee

Resolution 

10. Letter of Support for Jamestown S’Klallam Tribe - Traffic Calming and Pedestrian Safety in Blyn, Washington

Letter of support 

General Discussion/Items for Future Agendas

- A. Charter Review Commission recommendation hearing (April 12 at 1 p.m.)
- B. Charter Review Commission recommendation hearing (April 12 at 5 p.m.)
- C. Charter Review Commission recommendation DCD discussion on next steps (April 12)
- D. Charter Review Commission recommendation hearing (April 13 at 10:30 a.m.)
- E. Charter Review Commission recommendation hearing (April 19 at 1 p.m.)
- F. Charter Review Commission recommendation hearing (April 26 at 5 p.m.)

- G. Joint Meeting with the Port of Port Angeles (April 26 at 11 a.m.) – Located at BOCC
- H. FEMA Flood Maps workshop update (May 10 at 10:30 a.m.)
- I. Clallam County Equity Agenda and Resolutions discussion (May 10)
- J. Noise Ordinance (TBD)

EXECUTIVE SESSION

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

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

MEMORANDUM

LONI GORES
Clerk of the Board

April 2, 2021



TO: Board of Commissioners, Administrator Sill

RE: Work Session and Regular Agenda Modification(s)

FILE: A14.09.18

- The following item is added to the April 5 Work Session:

BOARD OF COMMISSIONERS

- 10 Letter of Support for Jamestown S'Klallam Tribe - Traffic Calming and Pedestrian Safety in Blyn, Washington

- The following item is added to the April 6 Regular Agenda:

CONSENT AGENDA

- 1e Letter of Support for Jamestown S'Klallam Tribe - Traffic Calming and Pedestrian Safety in Blyn, Washington



AGENDA ITEM SUMMARY

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

2
4/5/21

Department: Parks, Fair & Facilities

WORK SESSION ☒ **Meeting Date:** **04.05.2021**

REGULAR AGENDA ☒ **Meeting Date:** **04.13.2021**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

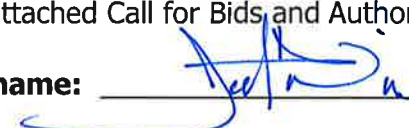
Jail Control Room Upgrade and Improvement Project.

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

Yes. There is a budgetary impact. Funding for this project is approved in the 2021 REET I Project Fund.

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

I recommend the Board approve the attached Call for Bids and Authorize the Chair to sign.

County Official signature & print name:  Joel G. Winborn

Name of Employee/Stakeholder attending meeting: Joel G. Winborn

Relevant Departments: Sheriff's Department/Parks, Fair & Facilities

Date submitted: 03.31.2021

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

BOCC Call for Bids.docx
Revised: 3-04-2019

CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT
NOTICE OF CALL FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners 223 East Fourth Street, Room 150, Port Angeles, Washington until **10:00 a.m. on Tuesday, May 25, 2021** for:

CLALLAM COUNTY
-Jail Control Room Upgrade and Improvement Project-

Complete drawings and specifications may be obtained from Pen Print, Inc., Phone 360.457.3404. All bidding and related questions shall be directed to Frank Hopkins, HK Electrical Engineers, Phone: 503-625-4443 or Email: frank@hkeng.com.

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL – CLALLAM COUNTY – Jail Control Room Upgrade and Improvement Project**". Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents received late by the Commissioners' Office, delivered to other offices, received by fax or email or by any other means will not be considered. **Late bids will be returned unopened.**

Note: All Bids shall include a 5% Bid Bond on a form approved by Clallam County.

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

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

Bidders on Washington State Dept. of Labor & Industries or federal debarment list are prohibited from bidding on this project.

Construction Timeframe: 120 Calendar Days from Agreement Approval

A pre-bid walk-through will be conducted on Tuesday May 18, 2021 @ 2:00 PM. All interested bidders are to meet at the project site, located at 223 East 4th Street, Port Angeles, WA. This will be the only opportunity for bidders to review the as-built conditions. Owner and/or the Owners representative will be on site throughout the afternoon to answer questions and provide access for bidders. A bidder's absence will be considered as part of the Bidder responsibility criteria as set forth in the Specifications and Contract Documents.

APPROVED this _____ day of _____ 2021.

**BOARD OF CLALLAM COUNTY
COMMISSIONERS:**

ATTEST:

Mark Ozias, Chair

Loni Gores, Clerk of the Board

Publish: **April 18 & April 25, 2021(PDN)**

END OF SECTION 00100



AGENDA ITEM SUMMARY

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

3
4/5/21

Department: WSU Extension

WORK SESSION ☒ **Meeting Date: 4.5.21**

REGULAR AGENDA ☒ **Meeting Date: 4.13.21**

Required Originals Approved and Attached?

Will Be Provided On:

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☒ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- Contract 100931-18-107
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

The existing MOA between WSU and Clallam County is being updated for 2021. This is the annual formalization of the long-standing relationships between WSU Extension and Clallam County. It is the intent of the Memorandum of Agreement to provide clientele in Clallam County with educational programs in the Extension program areas of Food and Farms, Community Health, Master Gardeners, 4-H/Youth Development, and Waste Reduction.

The body of the MOA has been updated this year with non-discrimination language.

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

These expenditures have been approved in the 2021 budget

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

Consider for approval on March 4.

County Official Signature:

A handwritten signature in black ink, appearing to read "C. R. Me".

Date Submitted: 3-31-21

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

INTERAGENCY AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

CLALLAM COUNTY

I. Mission Statement

Washington State University Extension engages people, organizations and communities to advance knowledge, economic well-being and quality of life by fostering inquiry, learning, and the application of research. This mission is carried out using research and experience-based educational programs from colleges and departments dispersed throughout the WSU system, which address important issues and needs of individuals and communities in all 39 counties in the state of Washington. WSU Extension is enabled for this task as the Land Grant Institution for Washington through partnerships with county, state, and federal governments.

II. Purpose

The purpose of this agreement is to formalize the longstanding relationships between Washington State University Extension and County Government. This also continues a longstanding, joint funding relationship for county/area Extension faculty and designated support staff. This agreement conforms to the standards for interagency agreements set forth in RCW 39.34.130.

III. Under terms of this Interagency Agreement, Washington State University Extension agrees to:

- A. Recruit, employ and establish salaries for county/area Extension Educators and designated WSU support staff for Clallam County ("County"). Employment concurrence will be sought from County Commissioners before an individual is hired and assigned to the County.
- B. Assure that salary increase monies will be available for Extension Educators and designated support staff based on criteria established by the Washington State Legislature and Washington State University President.
- C. Supplement the funds received from the county professional services contract and pay salary and fringe benefits for each county/area Extension Educator and designated staff members.

- D. Submit to County at the beginning of each month an invoice for the actual reimbursement amount that occurred during the month of the professional services contract appearing in Appendix A of this agreement.
- E. In cases where position vacancies occur due to separations during a contract period, the County will be invoiced to cover the County portion of annual leave and sick leave payout.
- F. Provide fringe benefits to county/area Extension Educators as outlined in the WSU Faculty Manual and provide fringe benefits to support staff as specified by the applicable agreement, policy, or law.
- G. Grant annual leave, sick leave, professional leave, other leave and holidays as outlined in the WSU Faculty Manual for county/area Extension Educators or by the applicable agreement, policy, or law for jointly funded or fully WSU funded support staff.
- H. Provide in-service education for county/area Extension faculty members.

IV. Under terms of this Interagency Agreement, County agrees to:

- A. Pay the amount agreed upon monthly, or as mutually agreed upon, to Washington State University for Extension education services to be rendered in County. This professional services contract, known as a reimbursable "Appendix A" to this agreement, shall be for a term of one calendar year.
- B. Promptly pay the invoice voucher from Washington State University. Current month invoice to be billed by the 10th and payable on the 25th of the month, or on a schedule mutually agreed upon between WSU Extension and County. The invoice will be for the actual monthly reimbursement of the contract amount.
- C. Pay the "county portion" of accumulated leave payments for contracted personnel due to separation.
- D. Contingent upon approval of the Board of County Commissioners or County Executive, the County will continue to support contracted personnel on professional or retraining leave.
- E. Furnish office facilities for faculty and support staff.
- F. Provide an adequate operating budget to carry out Extension educational programs for citizens of the County. This budget will cover secretarial and support staff salaries not covered by this Agreement and telephone, office equipment, teaching and office supplies and travel costs.

V. Washington State University and County jointly agree that:

- A. Additional program support staff positions may be employed and fully funded by either party to assist in carrying out Extension educational programs in the County.

- B. This Interagency Agreement is effective upon being signed by appropriate representatives of the two organizations. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

VI. Terms of Modification or Termination of this Agreement:

- A. This Interagency Agreement may be modified by the parties when mutually agreed upon in writing. This Agreement shall continue in effect until terminated following mutual discussion and agreement. Should the parties be unable to agree on the level of support for professional services of Extension Educators and jointly funded staff in an upcoming contract period specified in Appendix A to this document, either party may terminate the contract. However, written notice of termination must be received before October 1 for termination effective January 1 of the next year.

VII. Records Retention

- A. Both Washington State University and the County will maintain records which are sufficient and properly reflect all costs incurred under terms of this Interagency Agreement. These records will be retained as set forth in the applicable retention schedule.

VIII. Non-Discrimination

- A. There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or any other protected status, in compliance with applicable federal and state law. This includes Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended; the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259); Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; the Americans with Disabilities Act of 1990, as amended; and applicable non-discrimination laws of the state of Washington.

APPROVED:

Dr. Vicki McCracken Date
Associate Dean and Director
WSU Extension

Chair of the Board of Date
County Commissioners

Daniel G. Nordquist Date
Associate Vice President
Office of Research Support and Operations

Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

INTERAGENCY AGREEMENT
Between
WASHINGTON STATE UNIVERSITY EXTENSION
And
CLALLAM COUNTY

APPENDIX A

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2021 through December 31, 2021 to provide an extension program.

Federal Funds \$0.00 Non-Federal Funds \$172,098

TOTAL FUNDS \$172,098

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

County Extension Director	\$24,998 (General Fund)
4-H Program Manager	\$36,100 (General Fund)
Master Gardener Program Manager	\$50,000 (Road Fund)
Community Health Specialist	\$61,000:
	\$43,000 (General Fund)
	\$18,000 (Contract with OPHCC)

Dr. Vicki McCracken Date
Associate Dean and Director
WSU Extension

Chair of the Board of Date
County Commissioners

Daniel G. Nordquist Date
Associate Vice President
Office of Research Support and Operations



AGENDA ITEM SUMMARY

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

4
4/15/21

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** April 5, 2021

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other – Operation costs for Bullman Beach |

Documents exempt from public disclosure attached: ☐

Executive summary:

Staff would like to provide the BOCC an analysis of the current cost operations under County management, and the user rate needed to cover the costs. Attached is a spreadsheet of revenues and expenditures, based on time incurred by Public Works personnel, employment, insurance premiums, and what the basic customer rate should be in order for the County to cover the costs of the operation.

Based upon the Commissioner's direction, staff would like to move forward and notify the customers of pending rate increase to cover the cost of the operations.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Provide direction and support staff's request.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services, Roads, BOCC and Prosecutor's Office

Date submitted: March 31, 2021

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

BULLMAN BEACH WATER SYSTEM

ANALYSIS OF CURRENT COST OF OPERATIONS UNDER COUNTY MANAGEMENT & USER RATE NEEDED TO COVER COSTS JANUARY-MARCH 2021

REVENUE RECEIVED AS OF 03/26/21:

\$ 4,497.71

EXPENDITURES PAID AS OF 03/31/21 (details below):

\$ 10,383.95

VENDOR NAME	INVOICE NUMBER	DETAIL	AMOUNT
CC HHS/EH	20-0319	TESTING	\$ 46.00
CC HHS/EH	20-0346	TESTING	\$ 23.00
CC HHS/EH	20-0386	TESTING	\$ 46.00
CC IT	600	QB LICENSE	\$ 393.86
CC ROADS	2021.023R	2021 Q1 COUNTY FORCES	\$ 4,449.77 **
EXPRESS PERSONNEL	24949526-43401	HENRY CROSS 01/03/21~01/24/21	\$ 1,605.75
EXPRESS PERSONNEL	24977493-43401	HENRY CROSS 01/25/21~01/31/21	\$ 327.79
EXPRESS PERSONNEL	25013583-43401	HENRY CROSS 02/01/21~02/07/21	\$ 547.02
EXPRESS PERSONNEL	25039342-43401	HENRY CROSS 02/08/21~02/14/21	\$ 280.45
EXPRESS PERSONNEL	25074057-43401	HENRY CROSS 02/15/21~02/21/21	\$ 578.18
EXPRESS PERSONNEL	25095927-43401	HENRY CROSS 02/22/21~02/28/21	\$ 302.18
EXPRESS PERSONNEL	25125050-43401	HENRY CROSS 03/01/21~03/07/21	\$ 294.95
EXPRESS PERSONNEL	25156155-43401	HENRY CROSS 03/08/21~03/14/21	\$ 578.18
HOME DEPOT PRO	606534147	MISC SUPPLIES - BLEACH	\$ 146.19
PUD	24561-012521	UTILITIES	\$ 55.86
PUD	24561-022321	UTILITIES	\$ 61.46
LIBERTY MUTUAL	9905-LIBERTY	COMMERCIAL INSURANCE	\$ 393.25 *
LIBERTY MUTUAL	9905-PHYINS	COMMERCIAL INSURANCE	\$ 190.75 *
STAPLES	3472584861	MISC SUPPLIES - FILING	\$ 63.31
TOTAL EXPENDITURES			\$ 10,383.95

ANALYSIS OF YTD MONTHLY BILLING REVENUE VS MONTHLY EXPENDITURES

Current Billing Revenue Per Month

BASIC CUSTOMERS

OF CUSTOMERS

MONTHLY RATE

COMMERCIAL CUSTOMERS (TREATED AS 1.5X OF BASIC)

20	\$	60.00	\$	1,200.00
2	\$	90.00	\$	180.00

CURRENT MONTHLY BILLING REVENUE

\$ 1,380.00

CURRENT YTD MONTHLY AVERAGE EXPENDITURES

\$ 3,461.32

YTD MONTHLY SHORTFALL OF REVENUES VS EXPENDITURES--JAN-MARCH 2021

\$ (2,081.32)

BULLMAN BEACH WATER SYSTEM

ANALYSIS OF CURRENT COST OF OPERATIONS UNDER COUNTY MANAGEMENT & USER RATE NEEDED TO COVER COSTS JANUARY-MARCH 2021

ESTIMATED 2021 ANNUAL COUNTY OPERATING COSTS--BULLMAN BEACH

MARCH YTD ACTUAL EXPENDITURES INCURRED (PER ABOVE)

\$ 10,383.95

APRIL-DECEMBER EXPENDITURES PROJECTED (BASED ON Q1 MONTHLY AVERAGE AS ADJ FOR \$1.5K PER MONTH OF PW/HHS ADMIN TIME ASSUMED GOING FORWARD)

\$ 31,302.54

TOTAL ESTIMATED ANNUAL EXPENDITURES BASED ON YTD MONTHLY AVERAGE INCURRED, AS ADJUSTED

\$ 41,686.49

ADDITIONAL ANNUAL EXPENDITURES EXPECTED :

OTHER REPAIRS, PARTS/MAINTENANCE (BASED ON PRIOR BBWA EXPERIENCE)

\$ 865.07

GENERAL FUND INDIRECTS (BASED ON 2021 COST ALLOCATION PLAN RATE--9.4% OF TOTAL COSTS)

\$ 3,999.85

TOTAL ESTIMATED ANNUAL OPERATING COSTS--BULLMAN BEACH (EXCLUDING SOLUTION STUDY/ENGINEERING--COSTS TBD)

\$ 46,551.41

MINIMUM MONTHLY BILLING RATE PER CUSTOMER NEEDED TO COVER ESTIMATED ANNUAL OPERATING EXPENSES

	# OF CUSTOMERS	MONTHLY RATE	ANNUAL BILLING REVENUE
BASIC CUSTOMERS	20	\$ 169.00	\$ 40,560.00
COMMERCIAL CUSTOMERS (TREATED AS 1.5X OF BASIC)	2	\$ 253.50	\$ 6,084.00
TOTAL			\$ 46,644.00

PROPOSED MONTHLY RATE CHANGE--BULLMAN BEACH

	PRIOR MONTHLY RATE	PROPOSED MONTHLY RATE	\$ INCREASE
BASIC CUSTOMERS	\$ 60.00	\$ 169.00	\$ 109.00
COMMERCIAL CUSTOMERS (TREATED AS 1.5X OF BASIC)	\$ 90.00	\$ 253.50	\$ 163.50

*Full year insurance premiums paid in Q1 2021; amount reflects 3 months worth of expense for quarterly analysis purposes

** Based on time incurred by Public Works personnel during January-March 2021; higher due to initial setup/admin time spent at onset; assume \$1k per month going forward per Ross Tyler.



AGENDA ITEM SUMMARY

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

5
4/13/21

Department: HHS – Environmental Health

WORK SESSION ☒ **Meeting Date:** 4/5/2021

REGULAR AGENDA ☒ **Meeting Date:** 4/13/2021

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU – 100511-21-CCD | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

We are requesting approval of a Personal Services Agreement between Environmental Health and Clallam Conservation District (CCD). CCD is a project partner and sub-awardee for our National Estuary/Department of Health Pollution Identification and Correction grant (contract #CLH18239).

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 already in 2021 budget

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

County Official signature & print name:

Jennifer Garcelon

Name of Employee/Stakeholder attending meeting: Jennifer Garcelon

Relevant Departments: HHS – Environmental Health

Date submitted: 3/31/2021

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



PERSONAL SERVICES AGREEMENT

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

Name: Clallam Conservation District

Address: 228 W First Street, Suite H
Port Angeles, WA 98362

Phone N^o: 360-775-3747 x 103

(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) –Department of Health Contract #CLH18239

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 November 2020 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of September 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

A handwritten signature in black ink, appearing to read "Joe E. Holtrop", written over a horizontal line.

Mark Ozias, Chair

Print name: Joe E. Holtrop

Title: Executive Director

Date: 3-31-2021, 20

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor

Initiating Department
BOARD OF CLALLAM COUNTY COMMISSIONERS

SCOPE OF WORK**BACKGROUND and PURPOSE:**

The County has received a Washington State Department of Health (DOH) NEP NTA 0153– Pollution Identification and Correction grant (#CLH18239) to continue work in the Sequim Bay/Dungeness Watershed Clean Water District Pollution Identification & Correction (PIC) Project through September 30, 2022. The purpose of this agreement is to clearly identify the services to be performed by Clallam Conservation District (Contractor) related to this grant project and the corresponding compensation to be provided by the County.

CONTRACTOR AGREES:

To contribute staff and other resources to help the County fulfill its DOH grant deliverables as described below, particularly under PIC Grant task 4, and to adhere to the requirements of Section 106 described in the contract.

Task 4 – Clallam Conservation District Onsite Septic Cost-Share Program Implementation: The Contractor shall conduct outreach to landowners and stakeholders regarding its OSS repair cost-share program; assist applicants with the application process; review and approve/disapprove applications; complete the cost-share process through installation and County approval; conduct administrative tasks for grant reporting, coordination, and cost-share reimbursement; maintain project records and submit grant reporting information; collect and report necessary information for payment vouchers; provide administrative assistance to participants to meet reporting requirements for cost-share reimbursement; submit progress reports and cost-share reimbursements with the number, type, cost and location, as well as before and after photos of each OSS repair project completed and in progress, and the total amount spent for each reporting period, and a running total.

Section 106 – Before any ground disturbing work has started the Contractor will work with DOH to conduct cultural resource review for funded repairs in a timely manner. The Contractor will submit a 05-05 Form, and will maintain an up-to-date Inadvertent Discovery Plan (IDP). (The IDP is also submitted as a deliverable.). The Contractor shall comply with the additional requirements under Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800). Contractor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. Activities associated with archaeological and historic resources are an eligible reimbursable cost subject to approval by DOH.

Contractor shall:

- a) Contact DOH NEP Program to discuss any Cultural Resources requirements for the project:
 - For capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) Submit an Inadvertent Discovery Plan (IDP) to DOH prior to implementing any project that involves ground disturbing activities. DOH will provide the IDP form. DOH shall:
 - Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the DOH NEP Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the DOH NEP Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

COUNTY AGREES TO:

Reimburse the Contractor in a timely manner following receipt of completed invoices and supporting documentation. The total reimbursement amount shall not exceed \$244,100.

IT IS MUTUALLY AGREED THAT:

Both parties agree to be responsible for the undertaking of this project. No acquisition, holding, or disposal of real or personal property is anticipated for this undertaking.

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** 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 who performed work in furtherance of this contract; number of hours worked; hourly wage, costs covered by item "2.c" below, completed tasks for which compensation is sought; estimated percentage of task completion; and payment amount requested;

In no event shall Contractor be compensated in excess of two hundred forty-four thousand and one-hundred DOLLARS (\$244,100.00) 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): Labor, materials, and other costs relevant to the scope of work.

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: Heather Watts

Title: Environmental Health Specialist

Address: 111 E. 3rd Street,
Port Angeles, WA 98362

Telephone: 360-417-2415

E-mail: hwatts@co.clallam.wa.us

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: Work performed, employee wages, and hours each employee worked

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	\$50,000 per occurrence
	\$100,000 aggregate

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

☒ **WORKERS COMPENSATION:** Statutory amount

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

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

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

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

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

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

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

- ☒ 4. **Other (specify):.**

Invoices and work summaries shall be submitted at least quarterly but no more than monthly.

Contractor agrees to adhere to all funding guidelines outlined in the DOH contract.

Department of Health Contract #CLH18239

Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: NEP – Clallam County Enhanced PIC Phase 2
NTA 0153 Effective November 1, 2020

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH18239

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: November 1, 2020 through December 31, 2021

Funding Source:	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to protect and recover (upgrade) harvestable shellfish beds within Dungeness Bay. Tasks include: monitor water quality, and identify and correct sources of pollution (e.g., onsite sewage systems, agriculture, pet waste) in Upper Matriotti Creek and Bell Creek, as well as previous PIC focus areas. This work also supports an OSS cost-share program as a subaward to Clallam Conservation District.

NOTE: Tasks with due dates after 12/31/21 are for informational purposes only and will be included in the next consolidated contract term beginning 01/01/22.

Revision Purpose:

Chart of Accounts Program Name or Title	CFDA #	HARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
PS SSI 1-3 PIC TASK 4	06.123	333.00.12	261K1208	11/01/20	12/31/21	0	322,815	322,815
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	322,815	322,815

GOALS & MEASURABLE OBJECTIVES

This simply summarizes key deliverables and measures called out in the tasks below. This table is a component of the FEATS report.

Description (e.g., "shellfish beds reopened")	Units (e.g. "acres")	Targets ("number")
Number of upgraded acres from Conditionally Approved to Approved in Dungeness Bay	Acres	90
Number of landowners in PIC target area educated about purpose of PIC projects to improve water quality	Landowners	100
Number of priority pollution sources identified in PIC focus area(s)	On-site septic systems (OSS), agriculture, pet waste	5
Number of OSS failures identified	OSS failures	10
Number of OSS failures corrected	OSS corrected	10

Exhibit A, Statement of Work
 Template Last Revised 08-2017

Page 1 of 25

Contract Number: CLH18239



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4/5/21

AGENDA ITEM SUMMARY

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

Department: Public Works-Roads

WORK SESSION ☒ **Meeting Date:** April 5, 2021

REGULAR AGENDA ☒ **Meeting Date:** April 13, 2021

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 101-17-008C |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is an amendment to the Funds Transfer Agreement between Clallam County and the Federal Highway Administration (FHWA), Western Federal Lands Highway Division, for the Spruce Railroad Trail Segment B. The amendment closes the Agreement as the funds are fully expended.

The final phase of construction for the Spruce Railroad Trail segment as part of the regional Olympic Discovery Trail is now complete. The County has received reimbursement of the \$1,999,950 of the funds that was previously transferred and expended from a state Recreation and Conservation Office (RCO) grant.

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

None

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

Approve the close-out of the funds transfer agreement.

County Official signature & print name: 

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: _____

Date submitted: March 31, 2021

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

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



US Department of Transportation
Federal Highway Administration

March 22, 2021

101-17-008C

Western Federal Lands Highway Division, FHWA
610 E. Fifth Street
Vancouver, WA 98661

Funds Transfer Agreement

Clallam County, Washington

Providing Funding of **\$0.00**

Western Federal Lands Highway Division, FHWA Agreement # 69056718K500008, **AMENDMENT 0003**

Project Number/Name: WA NPS OLYM 2017(1), SPRUCE RAILROAD TRAIL SEGMENT B

This Agreement is to confirm that the Clallam County has committed to provide through either electronic funds' transfer or by check, \$2,749,950.00 to the Western Federal Lands Highway Division, FHWA for project work and/or construction contract to construct the Spruce Railroad Trail, Segment B.

This amendment closes the Agreement as the funds are fully expended.

Fund Transfer Summary:

Phase	Form	Amount	Due	Received	FTA Number	Amend #	Comment
CN	Cash	\$ 750,000.00	04/01/2018		69056718K500008	Base	
CN	Cash	\$1,999,950.00	06/01/2019		69056718K500008	0001	
		\$ 0.00			69056718K500008	0002	Extend Period of Performance
		\$ 0.00			69056718K500008	0003	Closeout Funds Fully Expended
Total:		\$2,749,950.00					

The following is the **Clallam County's** Finance Billing Information:

DUNS# 075-739-235

Finance Contact Hilary Steeby
Finance Phone (360) 417-2370
Finance Fax (360) 417-2513
Finance E-mail hsteeby@co.clallam.wa.us

Project Contact Ross Tyler
Project Phone (360) 417-2448
Project Fax
Project E-mail rtyler@co.clallam.wa.us

Street Address 223 E. 4th ST., Suite 6
City, State, Zip Port Angeles, WA 98362-3015

The following is **Western Federal Lands Highway Division, FHWA** Finance Billing Information:

DUNS# 139-768-597

Finance Contact Genise L. Dance
Finance Phone (360) 619-7534
Finance Fax (360) 619-7945
Finance E-mail genise.dance@dot.gov

Project Contact Susan Law
Project Phone (360) 619-7840
Project Fax
Project E-mail susan.law@dot.gov

Mark Ozias, Clallam County Commissioner
Clallam County

Date

Namrata Battan, Contracting Officer
Western Federal Lands Highway Division, FHWA

Date



AGENDA ITEM SUMMARY

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

7
41524

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-5-21 @ 10 am

REGULAR AGENDA ☐ Meeting Date:

Item summary:

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

Executive summary:

Measuring the Impact of Economic Development Efforts:

With the recent extension by the legislature for qualifying rural, economically distressed counties to access the revenue stream that funds what we call "The Opportunity Fund" well into the future, it is particularly important to try to measure the effectiveness of dollars that have previously been allocated from this fund in order to help guide future investments. Opportunity Fund dollars have been utilized in a variety of ways over the years: Stormwater infrastructure to support affordable housing, sewer construction and expansion, the CRTC and economic development staff to name a few.

After brief discussions with Clallam EDC Director Colleen McAleer and WSU Extension Director Clea Rome, Commissioner Ozias made contact with the Impact Center at Washington State University to determine whether this type of analysis was a good fit for all parties and to learn more about the kind of analysis that the Impact Center is able to provide. The purpose of today's discussion will be to update the Commissioners and the public about this conversation and to determine whether there is sufficient interest in performing this type of data analysis to warrant further exploration with The Impact Center.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, EDC and WSU

Relevant Departments: Board of Commissioners and WSU

Date submitted: March 30, 2021

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



8
415721

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 4-5-21

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Dungeness Water Exchange Pricing Update:

The managers of the Dungeness Water Exchange have performed a periodic review and rate study for the Exchange and are rolling out a new pricing structure that is intended to ensure that the Exchange is self-sufficient. All Exchange partners have had the chance to review the study and provide input which has helped to shape the recommendations. Today the Washington Water Trust will share information about the review and recommendations with the Commissioners.

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

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

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

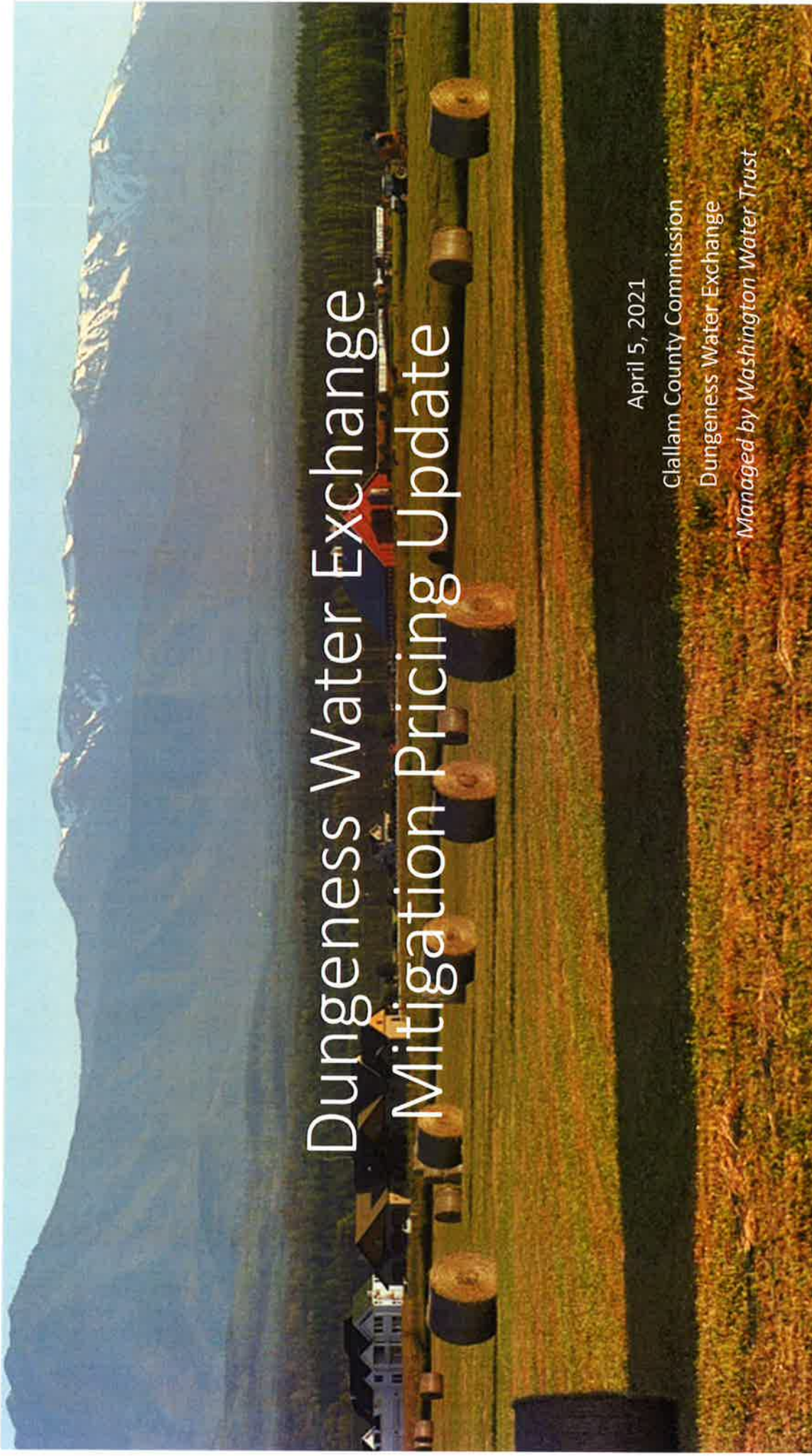
Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: March 31, 2021

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

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



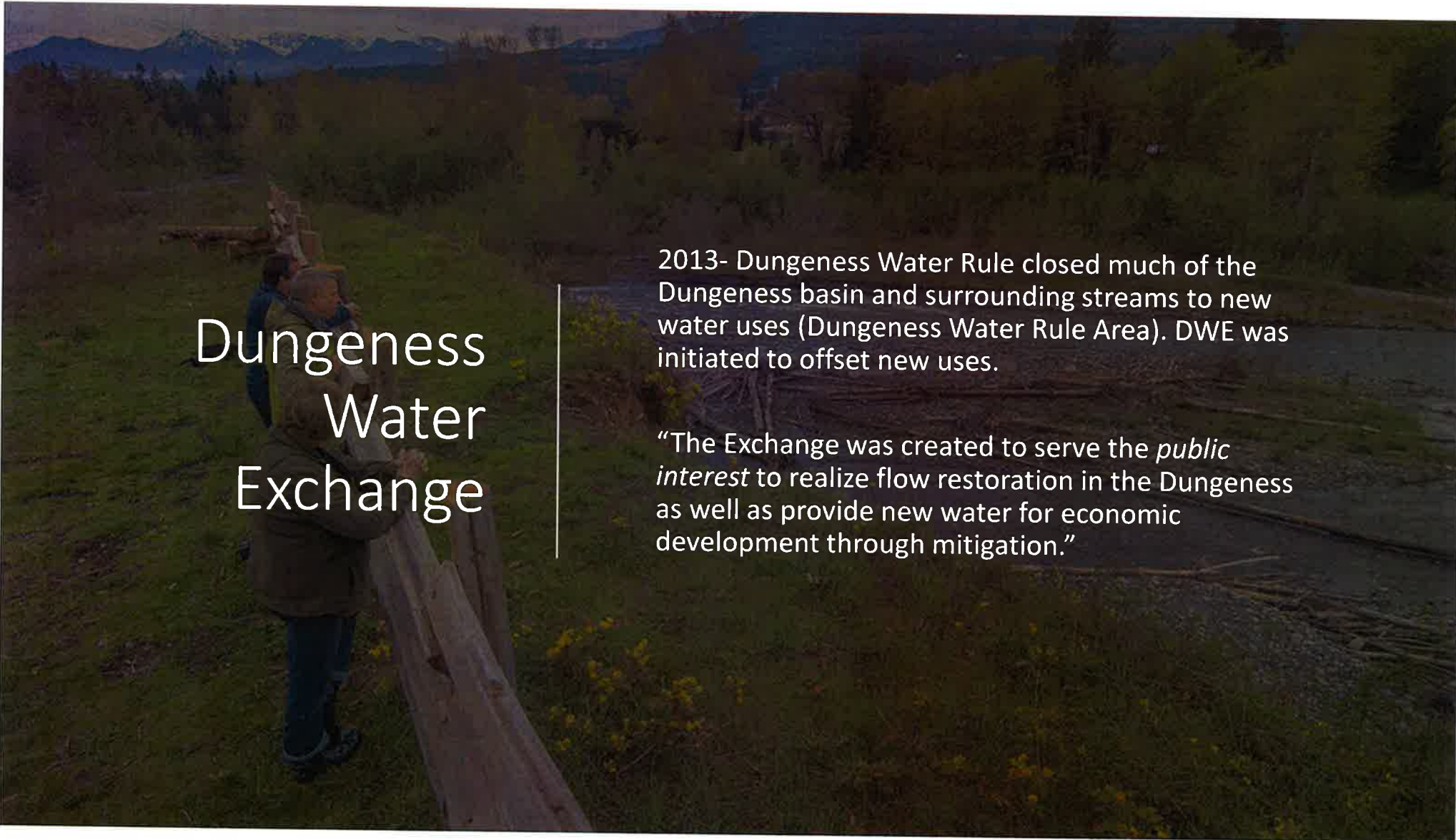
Dungeness Water Exchange Mitigation Pricing Update

April 5, 2021

Clallam County Commission

Dungeness Water Exchange

Managed by Washington Water Trust



Dungeness Water Exchange

2013- Dungeness Water Rule closed much of the Dungeness basin and surrounding streams to new water uses (Dungeness Water Rule Area). DWE was initiated to offset new uses.

“The Exchange was created to serve the *public interest* to realize flow restoration in the Dungeness as well as provide new water for economic development through mitigation.”

Advisory Council



Sustainable Community Growth



New Homebuilders or Land Divisions
Apply for Mitigation

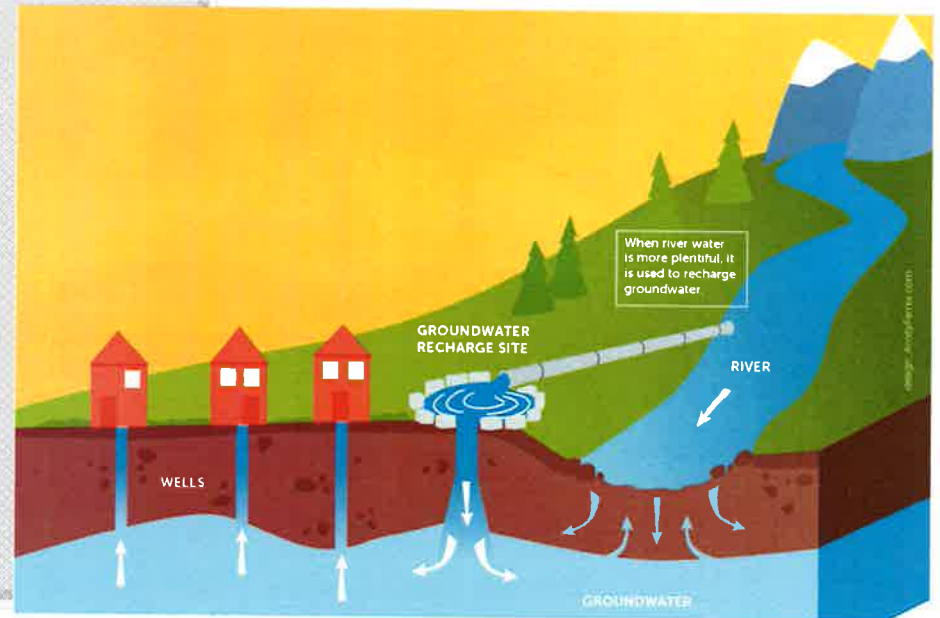


Mitigation Certificate Issued



DWE Manages Aquifer Recharge Sites to
Provide Security to Rivers and Residents

A DWE certificate means that your home has a net zero impact on the local water supply of your neighbors, streams and salmon*
*When certificate requirements are met



Current DWE Pricing & Packages

Indoor Mitigation

YEAR-ROUND

Indoor use (150 gpd) – \$1,000

Note: The Exchange accounts for domestic mitigation using an average daily amount of 150 gallons (WAC 173-518-080 (b)). Minimal incidental outdoor use such as washing windows, and watering potted plants in the footprint of the home is included.

Outdoor Mitigation

APRIL 15TH – SEPTEMBER 15TH

Basic Outdoor (50 ft² – 210 gpd) – \$1,000 Extended Outdoor (75 ft² – 474 gpd) – \$2,000

Note: The amount of outdoor use is based on the amount of irrigation required for turf grass according to the Washington Irrigation Guide (20.80 inches/yr). A larger amount of landscaping or garden area may be possible with the same number of gpd.

Stockwater Mitigation

YEAR-ROUND

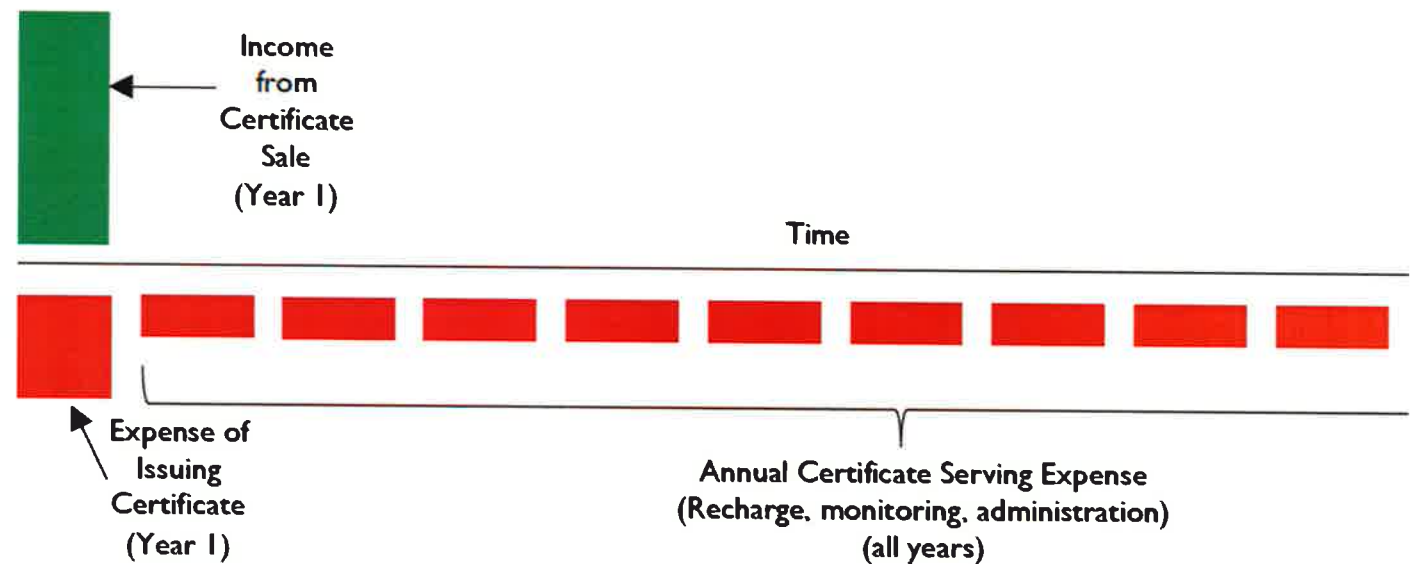
Up to 5 animals (60 gpd) – \$1,300 Up to 10 animals (120 gpd) – \$1,800 Up to 15 animals (180 gpd) – \$2,200

Note: Department of Ecology has concluded that stockwater mitigation is needed for ungulates only (cows, sheep, pigs, horses, llamas, donkeys etc). This does not apply to poultry such as chicken and ducks, or pets such as dogs and cats.

DWE: Self Sustaining

*“Once started, the **Exchange** should be **self sustaining** by relying entirely on the proceeds from the sale of mitigation certificates.”*

2012 Mitigation Plan



Process

How does DWE Change Prices?



Analysis of DWE Operational Costs (2017)

2018

2020

Analysis of DWE Operational Costs (2017-2019). Identified different approaches to financial stability/reserves

Pricing Analyses Overview

Principles and Assumptions Informing Pricing

Based on Counsel from Advisory Members

ASSUMPTIONS

- ➔ Include Capital Expenditures
- ➔ 64 Certificates Sold Annually
- ➔ Continued Cost Reductions in Certificate Issuance and Operations
- ➔ Starting Bank Balance of \$275,000*

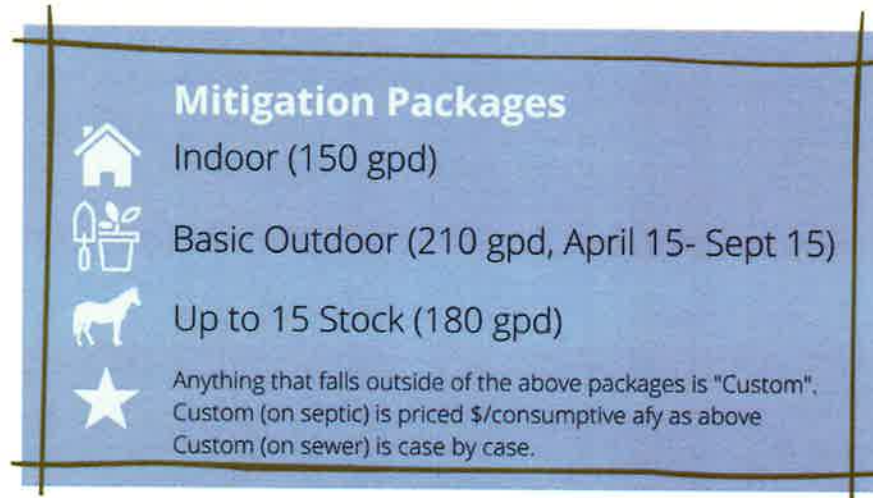
PRINCIPLES

- ➔ Build Reserve Sufficient to Cover 10 Years of Operation and Capital Costs by 2030
- ➔ Revisit Progress Towards This Goal and Adjust Accordingly by 2025
- ➔ Adopt Policies to Separately Account for and Manage Reserve Funds

**In 2018, DWE Managers began utilizing DOE funds to support exchange operations, directing all certificate sales revenue to a build a reserve in order to achieve financial stability*

New Mitigation Pricing and Packages

Effective Date	Pricing/Package
July 1, 2021	\$4,000
January 1, 2023	\$5,250



Mitigation Packages

-  Indoor (150 gpd)
-  Basic Outdoor (210 gpd, April 15- Sept 15)
-  Up to 15 Stock (180 gpd)
-  Anything that falls outside of the above packages is "Custom".
Custom (on septic) is priced \$/consumptive afy as above
Custom (on sewer) is case by case.

Mitigation Pricing Review for 2025



Next Steps:

Outreach
Coordination

Thank you!

Further Questions: dwe@washingtonwatertrust.org

DUNGENESS WATER EXCHANGE

MITIGATION PRICING UPDATE



The Dungeness Water Exchange (DWE), began operations in 2013 providing permanent mitigation in the Dungeness Water Rule Area. This mitigation is provided for a one-time fee which has remained the same since 2013.

DWE is intended to be financially self-sustaining through mitigation certificate sales. Current certificate do not match actual operating costs, which have been supported by the WA Dept. of Ecology.

After more than eight years of operation, a price increase is required to cover the actual costs of providing permanent mitigation.

New Pricing and Packages

Effective July 1, 2021 - \$4,000/Package

Effective January 1, 2023- \$5,250/Package

Mitigation Packages



Indoor (150 gpd)



Basic Outdoor (210 gpd, April 15- Sept 15)



Up to 15 Stock (180 gpd)



Anything that falls outside of the above packages is "Custom".
Custom (on septic) is priced \$/consumptive afy as above
Custom (on sewer) is case by case.

The Dungeness Water Exchange (DWE) is a not-for-profit water mitigation program operated by Washington Water Trust and advised by a diverse group of local stakeholders.

WWW.WASHINGTONWATERTRUST.ORG/DUNGENESS-WATER-EXCHANGE/

Issued 3/31/2021



AGENDA ITEM SUMMARY

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

9
4/15/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 04-05-21

REGULAR AGENDA ☒ Meeting Date: 04-13-21

Item summary:

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

Documents exempt from public disclosure attached: ☐

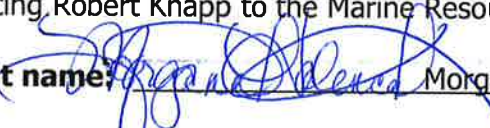
Executive summary:

A vacancy exists on the Marine Resources Committee due to the expiration of a term. A press release was issued during February 2021 soliciting applications from interested citizens. One application was received.

The Jamestown S'Klallam Tribe notified staff that their representative will be Robert Knapp. The Director of the Department of Community Development endorses the appointment of Robert Knapp to the Marine Resources Committee.

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

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

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

Name of Employee/Stakeholder attending meeting: Mary Ellen Winborn

Relevant Departments: DCD/BOCC

Date submitted: 03-26-21

* 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)

Appointing Robert Knapp 04-13-21
Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE MARINE RESOURCES COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Marine Resources Committee due to the expiration of a term.
2. A press release was issued during February 2021 soliciting applications from interested citizens. One application was received.
4. The Jamestown S'Klallam Tribe notified staff that their representative will be Robert Knapp.
5. The Director of the Department of Community Development endorses the appointment of Robert Knapp to the Marine Resources Committee.

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

1. **Robert Knapp** is appointed to serve as the Jamestown S'Klallam Tribal Council representative for a standing term.

PASSED AND ADOPTED this thirteenth day of April 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach

A22.164
Appointee
DCD



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 4-5-21**

REGULAR AGENDA ☒ **Meeting Date: 4-6-21**

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

Item summary:

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

Executive summary:

Congress reinstated the appropriation of funding to local governments and non-profits much like earmarks but now rebranded as Community Project Funding. The Jamestown S'Klallam Tribe submitted a proposal for FY2022 Community Project Funding for consideration for constructions of a roundabout on Highway 1010 at Sophus Road in Blyn, Washington. The Tribe completed a planning study and recently gained approval from the Washington State Department of Transportation for construction of a roundabout to calm traffic and create a safe pedestrian access to the Olympic Discovery Trail. This project benefits our entire community as Highway 101 is one of the most critical pieces of infrastructure in our region.

The Jamestown S'Klallam Tribe is requesting letters of support of Community Leaders to help direct this funding.

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

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

County Official signature & print name:  Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Jamestown S'Klallam Tribe

Relevant Departments: Board of Commissioners

Date submitted: April 2, 2021

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

Jamestown S'Klallam Tribe letter of support.docx
Revised: 3-04-2019



Board of Clallam County Commissioners

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

Email: commissioners@co.clallam.wa.us

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

RICH SILL, County Administrator

April xx, 2021

Representative Kilmer
332 E 5th St
Port Angeles, WA 98362

Re: Letter of Support for Jamestown S'Klallam Tribe - Traffic Calming and Pedestrian Safety in Blyn, Washington

Dear Representative Kilmer,

The Clallam County Board of Commissioners is aware that the Jamestown S'Klallam Tribe submitted a proposal for FY2022 Community Project Funding consideration for construction of a roundabout on Highway 101 at Sophus Road in Blyn, Washington. This letter demonstrates our support for their efforts to improve vehicle safety and provide traffic calming in an area that has seen increased congestion and accidents in recent years. Roundabouts like the one the Tribe is proposing are preferred over any of the other alternatives as approved by the Washington State Department of Transportation.

The proposed roundabout also improves bicycle and pedestrian safety on Highway 101, allowing for a much-needed crossing that connects the Olympic Discovery Trail to local homes, businesses and lodging on the south side of the highway. Public safety is a high priority for Clallam County; we look forward to any improvements in this area.

Please accept this letter of support.

Sincerely,

Board of Commissioners

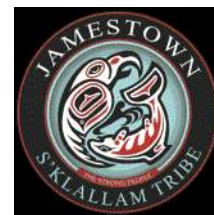
Mark Ozias, Chair

Randy Johnson

Bill Peach

Jamestown S'Klallam Tribe

US 101 and Sophus Road Roundabout Project



The Jamestown S'Klallam Tribe initiated a project at the intersection of US Highway 101 and Sophus Road to improve safety by reducing travel speeds and providing a safer crossing for bicycle/pedestrians for the Olympic Discovery Trail. The existing intersection experiences excessive speeds from over 17,000 vehicles on average per day as the primary route for Olympic Peninsula traffic. This primary regional route divides a heavily used regional trail system from essential services. This separation results in an unsafe bike/pedestrian crossing that has already experienced 8 vehicular crashes, including 1 fatality, in the past 4-years. The Jamestown S'Klallam Tribe self-funded and completed a planning study to determine the right intersection solution that recently gained approval from the Washington State Department of Transportation (WSDOT). Project benefits to the local community and regional traffic consists of the following:

- Increase bicycle and pedestrian safety across US 101 to/from the Olympic Discovery Trail
- Increase vehicle safety at intersection
- Improve operational performance of intersection
- Provide traffic calming in an area with heavy turning movements
- Project solution supported by multiple agencies and regional stakeholders

Schedule		Project Estimated Costs	
- Planning and WSDOT Intersection Control Approval - <i>completed</i>		Planning	Completed
- Final Design	6 / 2021 - 11 / 2021	Engineering	\$ 248,000
- Permitting	8 / 2021 - 1 / 2022	Right of Way	\$15,000
- Right of Way	8 / 2021 - 1 / 2022	Construction	\$ 2,837,000
- Construction	5 / 2022 - 10 / 2022	<u>Total Project</u>	<u>\$ 3.1 million</u>

Right of Way

The right of way phase will be a minor effort. The Tribe and WSDOT will work together on a perpetual easement for encroachment onto Tribal property. No third party impacts are anticipated. No acquisitions or relocations are required.

Environmental

The project permitting will follow local County and State procedures through the SEPA process. There are no critical areas or fish barriers within the project footprint that will be impacted.



A SAFER GATEWAY TO OUR OLYMPIC PENINSULA

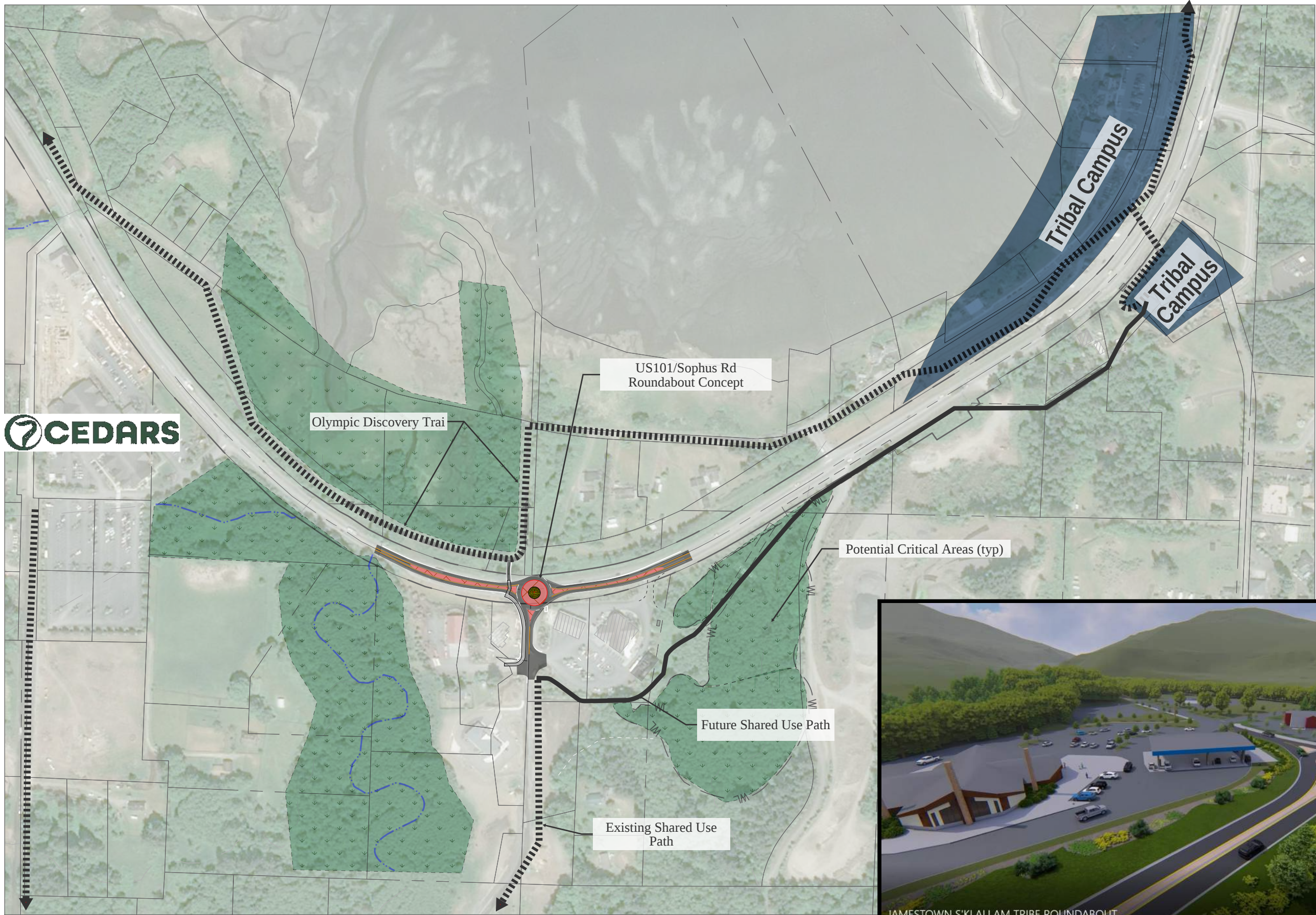


Contact:

Ron W. Allen Tribal Chair / CEO
Jamestown S'Klallam Tribe
360-681-4621
rallen@jamestowntribe.org

JAMESTOWN S'KLALLAM TRIBE ROUNDABOUT







Project Name: US 101 Sophus Road Intersection Improvement
Client Name: SCJ Alliance
SCJ Project No.: 1428.08
Estimate Level: Concept
Date: 3/22/2021



BID ITEM NO.	WSDOT STD ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL QUANTITY	Schedule A Roadway	TOTAL
PREPARATION							
1	0001	MOBILIZATION	L.S.	\$ 148,500.00	1.0	1.0	\$ 148,500
2	0025	CLEARING AND GRUBBING	ACRE	\$ 18,000.00	1.1	1.1	\$ 19,800
3	0120	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	\$ 30.00	8720.0	8720.0	\$ 261,600
Subtotal:						\$429,900	\$ 429,900
GRADING							
4	0310	ROADWAY EXCAVATION INCL. HAUL	C.Y.	\$ 26.00	7400.0	7400.0	\$ 192,400
5	0408	SELECT BORROW INCL. HAUL	TON	\$ 31.00	200.0	200.0	\$ 6,200
Subtotal:						\$198,600	\$ 198,600
STORM SEWER							
6	3091	CATCH BASIN TYPE 1	EACH	\$ 2,000.00	11.0	11.0	\$ 22,000
7	3151	TESTING STORM SEWER PIPE	L.F.	\$ 5.00	1000.0	1000.0	\$ 5,000
8	3541	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	\$ 60.00	1000.0	1000.0	\$ 60,000
9	NS-276	STORMWATER TREATMENT VAULT	EACH	\$ 10,000.00	1.0	1.0	\$ 10,000
Subtotal:						\$97,000	\$ 97,000
SURFACING							
10	5100	CRUSHED SURFACING BASE COURSE	TON	\$ 35.00	2300.0	2300.0	\$ 80,500
11	5120	CRUSHED SURFACING TOP COURSE	TON	\$ 38.00	800.0	800.0	\$ 30,400
Subtotal:						\$110,900	\$ 110,900
CEMENT CONCRETE PAVEMENT							
12	NS-600	STAMPED/PIGMENTED CEMENT CONC. PAVING (SPLITTER ISLAND)	S.Y.	\$ 100.00	860.0	860.0	\$ 86,000
13	NS-601	STAMPED/PIGMENTED CEMENT CONC. PAVING (TRUCK APRON)	S.Y.	\$ 100.00	526.0	526.0	\$ 52,600
Subtotal:						\$138,600	\$ 138,600
HOT MIX ASPHALT							
14	5767	HMA CL. 1/2 IN. PG 68H-22	TON	\$ 100.00	2079.0	2079.0	\$ 207,900
Subtotal:						\$207,900	\$ 207,900
TRAFFIC							
15	6698	ROUNDAABOUT SPLITTER ISLAND NOSING CURB	EACH	\$ 330.00	3.0	3.0	\$ 990
16	6699	ROUNDAABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	\$ 40.00	2170.0	2170.0	\$ 86,800
17	6700	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	\$ 45.00	2170.0	2170.0	\$ 97,650
18	6708	ROUNDAABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	L.F.	\$ 80.00	125.0	125.0	\$ 10,000
19	6709	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	\$ 60.00	280.0	280.0	\$ 16,800
20	6890	PERMANENT SIGNING	L.S.	\$ 11,000.00	1.0	1.0	\$ 11,000
21	6904	ILLUMINATION SYSTEM	L.S.	\$ 120,000.00	1.0	1.0	\$ 120,000
22	6971	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	\$ 88,300.00	1.0	1.0	\$ 88,300
Subtotal:						\$431,540	\$ 431,540
OTHER ITEMS							
23	7006	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	\$ 25.00	445.0	445.0	\$ 11,125
24	7008	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	\$ 2.00	4000.0	4000.0	\$ 8,000
25	7055	CEMENT CONC. SIDEWALK	S.Y.	\$ 90.00	1200.0	1200.0	\$ 108,000
26	7058	CEMENT CONC. CURB RAMP TYPE	EACH	\$ 3,300.00	10.0	10.0	\$ 33,000
27	NS-892	ROUNDAABOUT CENTER ART	L.S.	\$ 300,000.00	1.0	1.0	\$ 300,000
Subtotal:						\$460,125	\$ 460,125
BUILDING							
28	8058	02800 LANDSCAPING	L.S.	\$ 25,000.00	1.0	1.0	\$ 25,000
Subtotal:						\$25,000	\$ 25,000

Subtotal Construction: \$2,099,565 \$ 2,099,565

Contingency @ 18% \$377,922 \$ 377,922

TOTAL CONSTRUCTION: \$2,477,487 \$ 2,477,487

Preliminary Engineering (PE) @ 10% \$247,749 \$ 247,749

Construction Management (CM) @ 8% \$198,199 \$ 198,199

Miscellaneous Costs @ 5% \$123,874 \$ 123,874

Right of Way Costs \$15,000 \$ 15,000

SCHEDULE COST TOTALS: \$3,062,309 \$ 3,062,309

TOTAL PROJECT COST: \$ 3,062,309

