



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, February 16, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation which prohibits in-person attendance at meetings, the Board of Commissioners strongly encourages the public to take advantage of remote options for attending open public meetings.

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 by phone call 408-419-1715 and use Meeting ID: 875 561 784.

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

No in-person attendance will be allowed until Governor's Proclamation is lifted.

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Agreement with Cloudburst Consulting Group, Inc. for a homeless gaps and needs analysis (2b)*

Agreement 

3. Agreement amendment 2 with Department of Ecology for the Solid Waste Management Community Litter Cleanup Program

Agreement amendment 2 

Public Works

4. Sewer easement purchase agreement with Auglers NW LLC for the Clallam Bay/Sekiu Sewer

Sewer easement purchase agreement 

4. Sewer easement purchase agreement with Auglers NW LLC for the Clallam Bay/Sekiu Sewer

Board of Commissioners

5. Conservation Futures Program Advisory Board membership appointment discussion

Discussion 

Budget

6. Review the "How Did We Do" reports comparing each month's actual performance against the 2021 Annual Budget

Review the "How Did We Do" 

General Discussion/Items for Future Agendas

- A. Commissioners Conversation Meeting – HB1406 discussion (March 1 at 7:30 a.m.)
- B. Continued Work Session – USDA Forest Service discussion (March 8 at 1 p.m.)
- C. Charter Review Commission recommendation (March 15)
- D. Department of Natural Resources quarterly report (March 15 at 1 p.m.)
- E. Noise Ordinance (TBD)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2b

Department: Health and Human Services

WORK SESSION ☒ Meeting Date: 2/16/2021

REGULAR AGENDA ☒ Meeting Date: 2/16/2021

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11322-21-CLOUD |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Contract is between Clallam County Health and Human Services and The Cloudburst Group. The Cloudburst Group will conduct a Homeless Gaps and Needs Analysis of Clallam County. The gap and needs analysis shall include issues contributing to becoming and remaining homeless, subpopulations of people experiencing homelessness and the racial demographics in each subcategory, a housing inventory list, next steps recommendations, etc. (see contract for further deliverables details). This contract is effective February 2, 2021 through June 30, 2021 in the amount of \$61,822.00.

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

The funds are included in the HHS 2021 budget

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

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jenny Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

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



PERSONAL SERVICES AGREEMENT

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

Name: Cloudburst Consulting Group, Inc.

Address: 8400 Corporate Drive, Suite 550

Landover, MD 20785-2238

Phone N^o: (202) 253-2346

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☐ Attachment E (specify) –

Copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 2nd day of February 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2021.

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

CONTRACTOR

Michelle L Hayes

Cloudburst Consulting Group, Inc.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: Michelle L. Hayes

Title: President

Date: Feb 5, 2021, 2021

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

**APPROVED AS TO FORM
February 2, 2021
BY DPA ALVAREZ**

SCOPE OF WORK

Contractor shall conduct a Homeless Gaps and Needs Analysis in Clallam County. The gaps analysis of the needs of people experiencing homelessness and services available must be completed by May 31, 2021. The gaps analysis shall include issues contributing to becoming and remaining homeless (domestic violence, education, health care, housing, mental health, poverty, substance use disorders, transportation, workforce participation and training, jobs and typical wages, incomes necessary to afford market-rate housing, job loss/homelessness due to Covid-19 and formerly incarcerated/felony convictions/legal issues) as well as subpopulations of people experiencing homelessness and the racial demographics in each subcategory (people experiencing unsheltered homelessness, chronic homelessness, veterans, families, youth, people experiencing homelessness for the first time, people returning to homelessness including their risk factors, survivors of domestic violence, elderly, and racial and ethnic minorities). Contractor will provide monthly status reports to HHS staff and participate in check-in meetings periodically throughout the contract period. Following contract execution contractor will provide Clallam County with a comprehensive work plan as outlined in their proposal.

Contractor Deliverables

- A housing affordability and inventory analysis based on waitlists and current affordable housing programs.
- A written report including a summary of data collected on the needs of people experiencing homelessness and services available. Summary should include current strengths or assets currently found in Clallam County. The report should also include factors contributing to becoming and remaining homeless, analysis of the subpopulations of people experiencing homelessness and the racial demographics of each subcategory, stakeholder input, research, analysis, findings and recommendations. Specific to these recommendations should be ways to address identified racial inequalities.
- A slide presentation summarizing the data collection process, stakeholder input, research, analysis, findings, and recommendations.
- Two virtual presentations by key staff of the slide presentation to the Board of Health and the Homelessness Task Force.
- Final report is due no later than Monday, May 31, 2021. Presentations are TBD but will occur no later than June 15, 2021. Due dates may only be changed via email approval from the Clallam County Project Manager.

TIMELINE Project Activity	Month				
	1 (February)	2 (March)	3 (April)	4 (May)	5 (June)
Kick-off Meeting	X				
Stakeholder Roundtables	X				
Collect available data from HMIS and other sources	X	X			
Review of available data		X	X		
Client and provider interviews			X	X	
Final Report				X	
Presentations					X

BUDGET/FEE SCHEDULE
February 2, 2021 – June 30, 2021

Team Member	Role	RATE PER HOUR	ANTICIPATED HOURS	MAXIMUM ANTICIPATED TOTALS
Scott Pruitt	Project Manager/ Homeless Services Lead	\$139.00	175	\$24,325.00
Kate Hurd	Behavioral Health Lead/ Evaluation Specialist	\$127.00	165	\$20,955.00
Rachel Bloom	Research Assistant	\$81.00	176	\$14,256.00
OTHER SERVICES			ANTICIPATED AMOUNT	
Gift Cards for Homeless Interviewees			25	\$500.00
Reproduction/Materials/Teleconference			-	\$1,786.00
TOTAL				\$61,822.00

A 23% charge will be added to other direct costs in accordance with Contractor's Negotiated Indirect Cost Rate Agreement with the federal government. This will not cause an increase in the total budget above. The Contractor may move hours between staff and/or move budget amounts between labor and other direct costs provided it does not result in an increase to the total budget above. All invoices will be based on actual cost.

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of _____ DOLLARS (\$) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☒ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates: **See Budget Above**

<i>Name/Position</i>	<i>Hourly Rate</i>
Scott Pruitt - Project Manager/Homeless Services Lead	\$139.00
Kate Hurd - Behavioral Health Lead/Evaluation Specialist	\$127.00
Rachel Bloom - Research Assistant	\$81.00

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

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

In no event shall Contractor be compensated in excess of sixty one thousand eight hundred and twenty two dollars (\$61,822.00) for the completed work set forth in Attachment "A".

2. AND

☒ **a.** The compensation set forth herein includes, without limitation: Receipts for cost of labor, materials, equipment, travel, telephone, computer, copiers, and the like. This section does not apply to the hourly labor rates listed in section 1.b above but would apply to any persons or entities not listed above who perform services for Contractor as part of Contractor's completion of this Agreement.

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

1. **Scope of Contractor's Services.** The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. **Accounting and Payment for Contractor Services.** Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachments A and 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 after responding to a request to cure in accordance with Section 16 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 with the exception of actual work performed for completed items of work. 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 up to the total budget of this contract.

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.

(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. DELETED
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. All commitments have been included in the Scope of Work and no other commitments exist.
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 14 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 and is in default per Section 9 of this award, 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 in default.

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: Kevin LoPiccolo

Title: Interim Director

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

Telephone: 360-417-2523

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

Fax: 360-452-9605

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

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

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

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

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

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



3
2/16/21

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 02/16/21

REGULAR AGENDA ☒ **Meeting Date:** 02/23/21

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 815-19-02 Amendment 2 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Amendment 2 to the Solid Waste Management Community Litter Cleanup Program Agreement with the State of Washington Department of Ecology. This amendment de-obligates funding that is no longer needed due to COVID pandemic restrictions and because the Sheriff's Office was able to obtain a vehicle for less cost than originally projected.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
No budget change is necessary in FY2021.

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

County Official signature & print name: W.L. Benedict, Sheriff

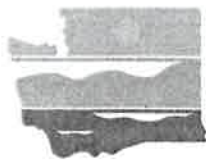
W.L. Benedict

Name of Employee/Stakeholder attending meeting: Chief Corrections Deputy Peterson

Relevant Departments: Sheriff's Office

Date submitted: 02/10/21

* 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)



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 2
TO AGREEMENT NO. SWMCLCP-1921-CICoSO-00007
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County Sheriffs Office

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County Sheriffs Office (RECIPIENT) for the CLCP 2019-2021 (PROJECT).

The purpose of this amendment is to de-obligate \$50,000 from the grant due to the COVID-19 pandemic, which inhibited the litter pick-up effort. \$30,000 will be de-obligated from Task 1. Another \$20,000 will be de-obligated from Task 2 because the vehicle that was purchased for litter pickup was less expensive than anticipated.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 245,061.00 Amended: 195,061.00

Total Eligible Cost:

Original: 208,912.00 Amended: 158,912.00

CHANGES TO THE BUDGET

Funding Distribution EG190411

Funding Title: Clallam County CLCP Grant 2019 - 2021

Funding Type: Grant

Funding Effective Date: 07/01/2019

Funding Expiration Date: 06/30/2021

Funding Source:

Title: Waste Reduction, Recycling, and Litter Control Account (WRRLCA)

Type: State

Funding Source %: 100%

Description: Community Litter Cleanup Program

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Clallam County CLCP Grant 2019 - 2021	Task Total
Litter Pickup and Illegal Dumpsite Clean-up	\$ 105,670.00
Tools and Trucks	\$ 53,242.00

Total: \$ 158,912.00

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost: \$105,670.00**

Task Title: Litter Pickup and Illegal Dumpsite Clean-up

Task Description:

The Recipient will partner with Public Works through the Roads Department (Roads) to clean county roadways as a first priority for litter pickup. Litter and illegal dumpsite cleanup shall occur for selected roadways and controlled areas by request and agreement with municipal, county, state, and federal agencies.

The work crew will be comprised of four to five Clallam County Corrections Facility minimum and medium security level inmates who are supervised by an experienced Corrections Deputy. A chain gang handbook is given to each inmate outlining the program rules, safety and security practices and procedures and work performance expectations. The crew will work a minimum of four (4) days per week, six to eight hours per day, but actual work time varies depending on travel time, team preparation and safety and security factors.

The Chain Gang Deputy will be responsible for scheduling and coordinating daily activities for the work crews in coordination with the Project Coordinator, Law Enforcement representatives, citizen reports, and other agency representatives.

The crew will be responsible for loading and transporting the litter to the transfer station for disposal except in situation of excessive quantities and/or large items. In these situations, the RECIPIENT will coordinate with the Road Maintenance Supervisor or Crew Foreman for pick up and transport by the Roads Department.

The RECIPIENT will be responsible for all safety training in compliance with Washington State Department of Transportation (WSDOT) and County Road safety guidelines and ensure that proper equipment is used. Signs and cones will be used to ensure the safety of workers in traffic areas. The crew supervisor may attend the DEPARTMENT sponsored safety trainings as his/her schedule permits.

The RECIPIENT will coordinate scheduled cleanup in partnership with WSDOT to avoid duplication of effort.

The RECIPIENT will purchase two game cameras and install at frequented dump sites which will assist law enforcement to identify illegal dumpers.

ELIGIBLE COSTS:

The RECIPIENT will use awarded funds to pay all eligible costs including supervisor salaries and benefits, administrative costs (not to exceed 10% of total grant amount), tools, equipment and supplies, vehicle fuel and maintenance (Note: you may not charge for general equipment rental and revolving fund ER&R charges – refer to CLCP Guidelines for details), eligible training, and eligible disposal costs. Two game cameras for a total of \$1,570 are included as an eligible cost.

COMMUNITY INVESTMENTS:

- This project has the support and approval of the local Solid Waste Advisory Committee.
- The RECIPIENT will provide the overall management, organization, corrections crews, transportation, and training.
- The RECIPIENT will provide all vehicle and related expenses to transport the corrections crew.
- The City of Port Angeles, Being the owner/operator of the land fill/transfer station and agency partner, waives all tipping fees.
- Local businesses contribute by providing boots, sweaters, hats, coats, gloves, socks and other supporting goods and services at cost, or substantially reduced rates.
- The Clallam County Roads Department assists in picking up large quantities of trash and dumpsite material and transporting to the landfill.
- The Sheriff's Office investigates litter complaints and dump sites, writes citations and enforces litter and illegal dumping laws.

Task Goal Statement:

The RECIPIENT will clean litter and illegal dumpsites from public roadways, parks, and other public access areas within Clallam County. This program will help to discourage future littering and provides for the maintenance of clean, safe, and healthy public areas and roadways in Clallam County.

Task Expected Outcome:

Expected outcomes are:

500 Road miles to be cleaned with 25,000 Pounds of litter collected.

40 Acres to be cleaned with 80,000 pounds of debris removed from illegal dumps.

200 Illegal dumpsites to be cleaned

1200 Pounds of material recycled

13,000 total crew hours

2600 Supervisor hours.

Recipient Task Coordinator: Don Wenzl

Deliverables

Number	Description	Due Date
1.1	Deliverables are the Expected Outcomes	06/30/2021

CHANGES TO SCOPE OF WORK

Task Number: 2

Task Cost: \$53,242.00

Task Title: Tools and Trucks

Task Description:

Purchase a "new to us" Diesel Crew Transport Carrier. The Clallam County Chain Gang currently runs two crews with two trucks. These crews are being used more heavily in local road and noxious weed projects. Our county needs a crew dedicated to litter and illegal dumpsite control. This truck will allow us to have a third crew transported to separate locations to work on these projects. The truck will have plenty of storage available and safely transport a crew of at least five inmates. Several sites have used trucks available ranging in prices of \$40,000 to over \$80,000.

Purchase a utility trailer for \$5200. Utility trailer will be used to haul litter and debris from roadways and illegal dumps.

Purchase 2 Stihl Demo saws for a total of \$3042. Saws will be used to deconstruct large metal items illegally dumped on roadways or public lands.

Task Goal Statement:

Purchase a crew transport carrier for a third chain gang.

Purchase a utility trailer for \$5200.

Purchase 2 Stihl Demo saws for a total of \$3042.

Task Expected Outcome:

Makes possible the outcomes listed in Task 1 to happen.

Recipient Task Coordinator: Don Wenzl

Deliverables

Number	Description	Due Date
2.1	Diesel Ford-style crew transport carrier; utility trailer; and 2 Stihl saws.	06/30/2021

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clallam County CLCP Grant 2019 - 2021	0 %	\$ 0.00	\$ 158,912.00	\$ 158,912.00
Total		\$ 0.00	\$ 158,912.00	\$ 158,912.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 01/01/2021.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Clallam County Sheriff's Office

By: _____

Laurie Davies
Solid Waste Management
Program Manager

Date

By: Wendy Peterson 1/19/21

Wendy F Peterson

Date

Chief Corrections Deputy

W.L. Benedict

W.L. Benedict 1/19/2021

Clallam County Sheriff

Date

Mark Ozias

Chair of Clallam County Board of
Commissioners

Date

Template Approved to Form by
Attorney General's Office

Elizabeth Stanley
Approved as to form only by
Elizabeth Stanley, Clallam County Civil DPA



AGENDA ITEM SUMMARY

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

4
2/16/21

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date:** February 16, 2021

REGULAR AGENDA ☒ **Meeting Date:** February 23, 2021

Required originals approved and attached? ☐

Will be provided on: 2/16/2021

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 101-21-004 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The County needs to obtain right of way for the Clalam Bay/Sekiu sewer. The County is obtaining an easement from Angler's NW, LLC to replace and expand an existing sewer easement.

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?** ☐

\$2508

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

That the Commissioners review, approve and sign this agreement.

County Official signature & print name: R. Tyler, Ross Tyler, P.E.

Name of Employee/Stakeholder attending meeting: Linda Capps

Relevant Departments: Public Works/Road

Date submitted: 02/10/2021

* Work Session Meeting - Submit 1 single sided/not stapled copy 2021 Agenda IS Sewer Easement Agmt CBCQ Sewer Project
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

101-21-004

COUNTY ROAD NAME Sekiu Airport Road CRP _____
NO. _____
PROPERTY OWNERS Anglers NW LLC

CLALLAM COUNTY ROAD DEPARTMENT

Sewer Easement Purchase Agreement

In exchange for a Sewer Easement in the matter of the above said County Sewer Project, Clallam County shall provide the following:

Extinguish existing sewer easement recording number 451744 dated March 8, 1976

Purchase sewer easement Land value \$2208

Temporary Construction Easement \$ 300

Total \$2508

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

Signed at _____, Washington this ____ day of _____, 20____.

Property Owner

Property Owner

Property Owner

Property Owner

Address; Street or Box No.

Address; Street or Box No.

City State Zip

City State Zip

R/W Agent or Witness

R/W Agent or Witness

Reviewed By:

Approved By: BOARD OF CLALLAM COUNTY COMMISSIONERS

Assistant Engineer Date

Mark Ozias, Chair Date

County Engineer Date

Randy Johnson Date

Deputy Prosecuting Attorney Date

Bill Peach Date

EASEMENT AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

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

Situate in the County of Clallam, State of Washington.

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

2. Construction, Maintenance and Repairs.

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

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

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

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

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

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

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

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

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

GRANTOR

ANGLER'S NW, LLC
a Washington limited liability company

By: _____

Its: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF CLALLAM)

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

Given under my hand and official seal this _____ day of _____, 20_____.

Notary Public in and for the State of Washington,
residing at Port Angeles, WA
My appointment expires: _____



5
2/16/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 2-16-21**

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 and next steps |

Documents exempt from public disclosure attached: ☐

Executive summary:

Conservation futures Program Advisory Board membership appointment discussion.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: February 9, 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)



6
2/16/21

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ **Meeting Date:** **2/16/2021**

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 Monthly Review |

Documents exempt from public disclosure attached: ☐

JANUARY 2021 FINANCIAL RESULTS AND REVISED PROJECTION FOR 2021—EXECUTIVE SUMMARY:

January 2021 YTD General Fund Results

The January YTD General Fund Financial Review compared to the same period in 2020 is attached along with comparison to the original budget for 2021 and a revised annual projection for 2021.

YTD January 2021 revenue totaled \$2,661k as compared to \$2,242k in 2020, representing an increase of \$419k. Excluding YTD COVID related reimbursements from FEMA of \$112k, YTD revenues totaled \$2,549k, an increase of \$307k over prior year. YTD expenditures in January were \$2,946k (which includes \$15k of COVID-related costs) as compared to \$3,425k in 2020 for a decrease of \$479k. Excluding COVID-related revenues/expenditures, the General Fund generated an operating deficit of (\$383k), as compared to a deficit of (\$1,184k) in January 2020, an improvement of \$801k. Including COVID-related activity, the General Fund generated an operating deficit for YTD January 2021 of (\$286k).

Please refer to the attached schedule that provides further detail of the major factors that make up these changes and performance to budget. Revenues overall (excluding COVID reimbursements) were at 6.3% of the 2021 budget for January YTD, slightly ahead of last year's 5.2%. All revenue categories with the exception of Timber Revenues were up year-over-year in January, as well as pacing at or above 2020 relative to the annual budget, with timber being down solely due to timing of payments from DNR. In terms of areas of noteworthy outperformance, Tax revenue was pacing ahead of budget (4.1% vs last year's 3.5%) driven primarily due to the continued strong retail sales tax year-over-year growth that carried over from last year to January, where an extraordinary 16.1% year-over-year growth was registered, as compared to -3% contraction assumed in the 2021 budget

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

Agenda Item Summary How Did We Do--January 2021

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

Revised: 3-04-2020

for the month relating to COVID concerns. Charges for Goods & Services also paced significantly ahead of budget compared to prior year (8.1% vs 4.9%) mainly due to timing differences relating to certain interagency payments received which should even-out as the year continues, as well as due to strong building plan revenues which were up 180% over last January, as offset by lower election services revenue due to spillover of some 2019 election revenues into January 2020. Miscellaneous revenues also paced significantly ahead in January vs prior year, mainly due to a significant increase in camping fee reservations. Licensing & Permits were up 47% to prior year, driven by stronger than expected building permit revenue. Through January 2021 YTD, the County's general fund had received \$112k of FEMA reimbursements related to 2020 COVID-19 related expenditures incurred.

Turning to expenditures, YTD expenditures (excluding COVID-related) decreased \$494k over prior year and were pacing at 6.7% of budget, behind 7.5% in prior year. This decrease was driven mainly by underspend in Services (which were pacing at 4.4% of budget vs 10.3% in prior year) caused principally by payment timing differences relating to certain of the County's interagency services agreements (notably its Indigent Defense and Sheriff central dispatch service agreements) which will self-correct as the year continues, as well as a change in accounting for indirect charges earned by the General Fund that took place at the end of 2020. All other expenditure categories were at or below last year as a % of the annual budget with the exception of Transfers Out which was up marginally due to the timing of the Bullman Beach fund transfer.

Our General Fund ending fund balance finished January at \$14,215k, an increase of \$156k from prior year.

2021 PROJECTION—GENERAL FUND

While still very early on into 2021, certain adjustments have been made to our projections as outlined below:

REVENUES--Overall revenues are projected to total \$41,500, an increase of \$377k over the 2021 budget. This is reflective of two primary changes. First, Tax revenue is projected to outperform budget by \$148k due to the strong January sales tax performance. Given how early into the year we still are and uncertainties still remaining relating to the economic impact of COVID, I have left my tax assumptions for the balance of 2021 unchanged from the budget at this time, recognizing that if sales taxes continue to generate double digit year-over year growth, we could further outperform our Tax revenue budget by as much as \$600k-\$700k.

The other area of our revenue forecast that has been adjusted relates to our COVID-related Intergovernmental Revenues, where I have raised our projection for by \$179k to reflect the unbudgeted spillover of FEMA reimbursements of eligible COVID-related costs from 2020 to 2021, coupled with additional FEMA funds to be received related to a recent Presidential order under which FEMA will be covering 100% of eligible COVID costs incurred, rather than the 75% originally covered.

All other revenue categories are projected to meet or marginally outperform budget based on January pacing.

EXPENDITURES-- I am projecting general fund expenditures (excluding CARES-funded COVID costs) to total \$42,325k or \$1,640k lower than budget. Of this variance, approximately \$1,520k is

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

Agenda Item Summary How Did We Do--January 2021

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

Revised: 3-04-2020

related to projected underspend in the area of payroll and benefits based on the multi-year trend we saw continue in 2020 where due to turnover, retirements, delays in filling open positions, and other dark-time, we have historically underspent our budgeted payroll costs by 3-4% annually, or between \$1.2 and \$1.4 million. I have also assumed some additional payroll and benefits savings being captured from the partial hiring freeze assumed held in effect through at least March. Based on trends, non-COVID Services are projected to come in \$106k below budget, mainly as a result of expected underspend in services costs related to the multi-homicide cases where many of these cases were pled-out in late 2020/early 2021 after the 2021 budget was finalized, as well as savings in other areas. Finally, projected 2021 Transfers Out-COVID was reduced by \$450k from budget due to the recent notification by the WA Department of Health of the extension of the County's local health CARES grant into 2021 which will provide funding for HHS COVID-related costs, including the operation of the isolation shelter through May 2021, relieving the General Fund of that budgeted commitment.

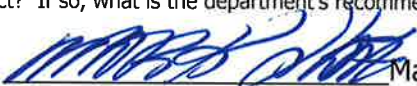
NET DEFICIT OF REVENUES TO EXPENDITURES--Based on these revenue and expenditure assumptions, I am projecting a General Fund operating deficit (excluding CARES/COVID related revenues/costs) of (\$1,533k) for 2021, which is \$1,838k better than our 2021 budgeted deficit of (\$3,371k). When including a COVID-related surplus of \$458k, our overall general fund deficit for 2021 is expected to total (\$1,075k), as compared to a budgeted deficit of (\$3,527k).

PROJECTED ENDING FUND BALANCE--\$13,426k, or 32% of forecasted non-COVID expenditures, as compared to \$10,974k budgeted based on final 2020 results.

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

This is an informational presentation that by itself has no specific budgetary impact.

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

County Official signature & print name:  Mark Lane_____

Name of Employee/Stakeholder attending meeting: _____Mark Lane_____

Relevant Departments: _____Finance_____

Date submitted:

February 10, 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)

Clallam County General Fund Results January 2021

January 2021 YTD Revenue totaled \$2,661k as compared to \$2,242k in 2020, representing an increase of \$419k. January 2021 YTD Revenues came in at 6.5% of our annual revenue budget, as compared to 5.2% in 2020. If one excludes CARES/FEMA reimbursements, revenue was at 6.3% of budget. All categories with the exception of Timber Revenues were up year-over-year in January, and all were at or above their paces to the annual budget compared to last year, with the exception of Timber Revenues (down 16.3% to budget) mainly due to timing of DNR payments. Taxes YTD are off to stronger start compared to last year, driven mainly by much stronger sales taxes which were up 16.2% compared to last year (as compared to an approx -3% decrease assumed in the 2021 budget for the 1st quarter). Charges for Goods & Services paced significantly ahead of last year relative to budget (8.1% vs 4.9%) mainly due to timing differences relating to certain interagency payments received which should self-correct as the year continues. Misc Revenues in January paced significantly ahead relative to budget vs last year (15.4% vs 9.2%) due mainly to a significant increase in camping fee reservations in January relative last year, as offset by declining interest income. Licensing & Permits were up 48% for January YTD vs prior year, mainly as a result of stronger than expected building permit revenue. In January, the General Fund received FEMA reimbursement funds of certain of its 2020 COVID costs of \$112k, the payment of which was expected to be received in 2020 and therefore was not budgeted in 2021.

Expenditures for YTD January 2021 totaled \$2,946k (including \$15k of COVID related costs) as compared to \$3,425k in 2020 for a decrease of \$479k. Expenditures (excluding COVID) for January 2021 YTD came in at 6.7% of our annual budget, which was below last year's of 7.5%. The year-over-year decrease in expenditures was mainly in our Services category due to payment timing differences under certain of the County's interagency services agreements, notably Indigent Defense and Sheriff central dispatch which will self-correct as the year progresses, as well as a change from prior year in how indirect charges by the General Fund are accounted. All expenditure categories were pacing at or below their paces to budget in comparison with prior year, with the exception of Transfer Out which was up marginally due to the timing of the Bullman Beach transfer.

For January 2021 YTD, the General Fund generated an operating deficit between revenue and expenditures (excluding COVID/CAREs) of (\$383k), a \$801k improvement from last year's operating deficit. After including COVID-related net revenue to expenditure surplus YTD of \$97k, the General Fund generated an operating deficit of (\$286k) for January 2021 YTD. The General Fund finished January 2021 with an ending fund balance reserve of \$14,215k, a \$156k higher fund balance than prior year.

Turning to our forecast, General Fund total revenues are projected to total \$41,500k, an increase of \$377k over the 2021 budget. The main contributors include higher projected Tax revenue of \$148k due mainly to the much stronger than budgeted sales tax revenues incurred YTD and \$179k in higher CARE/FEMA reimbursement revenue projected to be received relating primarily to the unbudgeted carryover of FEMA reimbursements for COVID expenditures incurred by the General Fund in 2020 and recent notification that due to Presidential order FEMA will be covering the other 25% of previously uncovered eligible costs. Given how early into 2021 we are, all other revenue categories are projected to be relatively inline with budget expectations. 2021 Expenditures are projected to total \$42,575k, underspending to budget by \$2,075k. Payroll and Benefits costs are expected to come in approx \$1,520k below budget, mainly to historic underspend to our personnel budgets due to unbudgeted darktime, as well as some savings capture from the extension of a partial hiring freeze carrying over into the first quarter of 2021. Transfers Out--COVID for 2021 are now projected to be \$450k lower than budget due to the extension of the WA Department of Health CARES grant to 2021 which will be available to fund the operation of the HHS isolation shelter that originally was budgeted to be funded by a \$450k transfer from the General Fund. Services are also projected to underspend to budget by approximately \$106k, mainly due to expected lower costs related to the multiple homicide cases where many of these cases were pled-out late in 2020. For 2021, the General Fund is now projected to generate an operating deficit of (\$1,075), which is \$2,452 lower than budgeted, leaving an estimated ending fund balance of \$13,426k or 32% of total non-COVID expenditures.

January 2021 YTD--vs Annual Budget (rounded to thousands)

	2021 YTD Actual	2021 Budget	Budget Remaining	2021 % of Annual Budget Achieved YTD	2020 % of Annual Budget Achieved YTD
REVENUES:					
Taxes	850	20,884	20,034	4.1%	3.5%
Licenses & Permits	71	1,050	980	6.7%	4.2%
Intergovernmental Revenues	582	5,329	4,746	10.9%	10.8%
Charges for Goods & Services	633	7,845	7,213	8.1%	4.9%
Fines & Penalties	74	908	834	8.2%	7.2%
Misc Revenue (Interest Inc, Camping Fees, etc)	315	2,040	1,726	15.4%	9.2%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	21	72	51	28.5%	19.2%
Other Financing Sources (Timber Sales, other)	4	625	621	0.6%	16.9%
Transfers In	0	1,840	1,840	0.0%	0.0%
Total Revenue--Excluding CARES/FEMA	2,549	40,594	38,045	6.3%	5.2%

**Clallam County General Fund Results
January 2021**

Total Revenue--CARES/FEMA	112	529	417	21.1%	--
Total Revenue	2,661	41,123	38,462	6.5%	5.2%

				2021	2020
	2021	2021	Budget	% of Annual	% of Annual
	YTD Actual	Budget	Remaining	Budget	Budget
				Achieved YTD	Achieved YTD
EXPENDITURES:					
Payroll	1,748	22,537	20,789	7.8%	7.9%
Payroll--COVID	1	0	-1	--	--
Benefits	742	9,544	8,802	7.8%	7.8%
Benefits--COVID	0	0	0	--	--
Supplies	41	1,242	1,201	3.3%	3.6%
Supplies--COVID	0	0	0	--	--
Services	290	6,523	6,233	4.4%	10.3%
Services--COVID	14	0	-14	--	--
Capital	0	95	95	0.0%	2.2%
Capital--COVID	0	90	90	0.0%	--
Transfer Out --COVID	0	595	595	0.0%	--
Transfers Out	110	2,783	2,673	4.0%	1.4%
Payment to Risk Pool	0	1,241	1,241	0.0%	0.0%
Total Expenditures--excluding COVID	2,932	43,965	41,033	6.7%	7.5%
Total Expenditures--COVID	15	685	670	2.2%	--
Total Expenditures	2,946	44,650	41,703	6.6%	7.5%
Net Operating Surplus (Deficit)--Excluding COVID	-383	-3,371			
Net Operating Surplus (Deficit)--COVID	97	-156			
Net Operating Surplus (Deficit)	-286	-3,527			
Fund Balance	14,215	10,974	3,241		

Clallam County General Fund Results
January 2021

January 2021 YTD--vs Prior Year YTD (rounded to thousands)

	2021 YTD Actual	2020 YTD Actual	Variance--\$
REVENUES:			
Taxes	850	729	120
Licenses & Permits	71	48	23
Intergovernmental Revenues	582	571	12
Charges for Goods & Services	633	472	160
Fines & Penalties	74	70	4
Misc Revenue (Interest Inc, Camping Fees, etc)	315	237	78
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	21	14	7
Other Financing Sources (Timber Sales, other)	4	102	-98
Transfers In	0	0	0
Total Revenue--Excluding CARES/FEMA	2,549	2,242	307
Total Revenue--CARES/FEMA	112	0	112
Total Revenue	2,661	2,242	419
EXPENDITURES:			
Payroll	1,748	1,718	30
Payroll--COVID	1	0	1
Benefits	742	711	31
Benefits--COVID	0	0	0
Supplies	41	49	-8
Supplies--COVID	0	0	0
Services	290	892	-602
Services--COVID	14	0	14
Capital	0	6	-6
Capital--COVID	0	0	0
Transfer Out --COVID	0	0	0
Transfers Out	110	50	60
Payment to Risk Pool	0	0	0
Total Expenditures--excluding COVID	2,932	3,425	-494
Total Expenditures--COVID	15	0	15
Total Expenditures	2,946	3,425	-479
Net Operating Surplus (Deficit)--Excluding COVID	-383	-1,184	801
Net Operating Surplus (Deficit)--COVID	97	0	97
Net Operating Surplus (Deficit)	-286	-1,184	898
Fund Balance	14,215	14,059	156

Clallam County General Fund Results January 2021

Major Revenue Differences between YTD 2021 and 2020 (rounded to thousands)

Juvenile Justice sales tax	14
Property tax	14
Sales taxes (other than Juvenile Justice)	84
Intergovernmental--PILT, Criminal Justice, Other Excise Taxes	19
Intergovernmental--Grants	-7
Intergovernmental--CARES/FEMA	112
Investment & Delinquent tax interest	-12
Increase in Parks' Camping Revenues	63
Timber revenue	-98
Goods & Services--Interagency Services--Court Consolidation pymt timing, Roads & Other	
Policing Agreements timing/reduction, State Dpt Corrections (lower inmate capacity during COVID)	134
Goods & Services--Indirects (due to reclassification of indirects from revenue to negative services expenditure to reflect proper accounting)	0
Goods & Services--Building Plan Check Revenues	38
Fines and Penalties	4
Election Services Revenue--2020 Presidential Year, spill over 2019 November election reimbursement into 2020	-90
Licensing & Permits--Building Permits	23
Everything else--DOL State licensing, Stormwater & Solid Waste Fees, etc (rounded to thousands)	122 **
Total Revenue Increase/(Decrease) over Prior Year	419

** The 'everything else' number of \$122k relates mainly to new DOL revenue from the state (\$34k), Stormwater Fees (\$25k--timing), higher solid waste program fees (\$17k) and other increases.

Major Expense Differences between YTD 2021 and YTD 2020 (rounded to thousands)

Payroll/Benefits--prior year estimated impact of retirements and newly elected officials that led to conversion of payouts of accrued leave balances or partial conversion of leave balances to VEBA payments.	32
Payroll--changes due to personnel, more open positions during hiring freeze, as offset by step/COLA increases, and other non-retirement factors	1
Benefits--due to changes in benefit costs following collective bargaining increases in July 2020/Jan 2021, as offset by personnel changes, more open positions during hiring freeze	29
Services (decrease mainly due to payment timing differences related to indigent defense--\$380k, Sheriff Central Dispatch timing, and reclassification of indirect charges as a reduction of services expenditures rather than as revenue in 2020--\$70k)	-602
Risk Management Assessment for Insurance Pool	0
Transfers (mainly due to Bullman Beach transfer \$75k)	60

Clallam County General Fund Results
January 2021

COVID Related Costs (include CAREs disbursements in support of small business, childcare, food security, residential assistance, and homeless support, and internal COVID-response costs (PPE, IT costs, COVID-dedicated staff additions, etc)
 Net Other Expenditure Changes (lower supplies and capital outlays)

15
 -14

Total Expenditure Increase/(Decrease) over Prior Year

-479

January 2021 Full Year Projection vs Annual Budget (rounded to thousands)

	2021 Projected	2021 Budget	Over/(Under) Budget
REVENUES:			
Taxes	21,032	20,884	148
Licenses & Permits	1,049	1,050	-1
Intergovernmental Revenues	5,340	5,329	11
Charges for Goods & Services	7,846	7,845	1
Fines & Penalties	914	908	6
Misc Revenue (Interest Inc, Camping Fees, etc)	2,063	2,040	23
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	83	72	11
Other Financing Sources (Timber Sales, other)	625	625	0
Transfers In	1,840	1,840	0
Intergovernmental--CARES/FEMA Reimbursements	708	529	179
Total Revenue--Excluding CARES/FEMA	40,792	40,594	198
Total Revenue--CARES/FEMA	708	529	179
Total Revenue	41,500	41,123	377
EXPENDITURES:			
Payroll	21,452	22,537	-1,085
Payroll--COVID	1	0	1
Benefits	9,108	9,544	-436
Benefits--COVID	0	0	0
Supplies	1,229	1,242	-13
Supplies--COVID	0	0	0
Services	6,417	6,523	-106
Services--COVID	14	0	14
Capital	95	95	0
Capital--COVID	90	90	0
Transfer Out --CARES	145	595	-450
Transfers Out	2,783	2,783	0
Payment to Risk Pool	1,241	1,241	0
Total Expenditures--excluding COVID	42,325	43,965	-1,640
Total Expenditures--COVID	250	685	-435

**Clallam County General Fund Results
January 2021**

Total Expenditures	42,575	44,650	-2,075
Net Operating Surplus (Deficit)--Excluding COVID	-1,533	-3,371	1,838
Net Operating Surplus (Deficit)--COVID	458	-156	614
Net Operating Surplus (Deficit)	-1,075	-3,527	2,452
Fund Balance	13,426	10,974	2,452