



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, January 26, 2021 – 9:00 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. The Board of Commissioners also strongly encourages public comments to be submitted in writing if possible.

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 Regular Meeting 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.

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT FOR AGENDA ITEMS – Please limit comments to three minutes

CONSENT AGENDA – Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of January 18

Approval of vouchers 

- 1b. Approval of minutes for the week of January 18

Approval of minutes 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Lutheran Community Services NW for Healthy Families Program/\$68,611

Agreement 

- 2b. Agreement with Lutheran Community Services NW for child check services/\$61,389

Agreement 

- 2c. Agreement with Olympic Community Action Programs for operation of the Social Distancing Center

Agreement 

- 2d. Agreement with Olympic Peninsula Community Clinic for medical and case management services at the Social Distancing Center

Agreement 

- 2e. Purchase order for purchase of grant-reimbursable I.T. equipment

Purchase order 

ADMINISTRATION

- 3a. Resolution establishing a position in support of proposition 1 Quillayute Valley School District 402 replacement educational programs and operation levy

Resolution 

- 3b. Resolution establishing a position in support of proposition 1 Sequim School District 323 replacement educational programs and operation levy AND Resolution in support of proposition 2 capital projects levy

Resolution 

- 3c. Resolution canceling uncollectible personal property taxes

Resolution 

- 3d. Resolution for amendment of HRV/VEBA for County Officials, Charter Exempt and all Non-Represented Employees

Resolution 

- 3e. Resolution appointing Pamela Dahl and Donya Alward to the Lodging Tax Advisory Committee

Resolution 

- 3f. Resolution appointing Ian Mill and Bert Caldwell to the North Olympic Library System Board of Trustees

Resolution 

BUDGET

- 4a. Resolution adopting the following Supplemental Appropriations:
Public Works - Bullman Beach Water System - Additional funding from the Bullman Beach Water Association and projected water system user fee revenues/\$44,520
Superior Court - Salish Behavioral Health Organization contract renewal for Criminal Justice Treatment Account funds for the betterment of therapeutic courts/\$35,061
Sheriff - Operations - Additional funding from FY20 Department of Justice Bureau of Justice

Assistance Coronavirus Emergency Supplemental Funding Program Grant for reimbursement of equipment and personal protective equipment costs associated with COVID-19 and other coronavirus events/\$54,501

Sheriff - Emergency Services - Additional funding from FY20 Washington State Military Department Supplemental Funding for reimbursement of equipment and printing costs associated with COVID-19/\$14,280

Juvenile Services - Additional funding from VOCA to recruit, support and train Child Advocates/Guardian Ad Litem/\$14,564

Supplemental Appropriations 

PUBLIC COMMENT – Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners January 25 - 29:

Monday, January 25:
9:00 a.m. Work Session

Tuesday, January 26:
10:00 a.m. Board Meeting
10:30 a.m. Hearing(s) - See Agenda
3:00 p.m. William Shore Memorial Pool District Meeting

Friday, January 29:
10:00 a.m. COVID-19 Briefing

HEARING(S) – Beginning at 10:30 a.m.

- H1. Consideration of resolution adopting the following Debatable Emergencies:
General Funds Reserve - Funding for Bullman Beach Water System operating, maintenance, administration and pre-engineering assessment costs /\$75,000
Public Works - Bullman Beach Water System - Funding for Bullman Beach Water System operating, maintenance, administration and pre-engineering assessment costs /\$75,000
Park & Facilities - REET - Funding for the emergency repair of a failed pump at the Sekiu Pump Station /\$70,000
Public Works - Clallam Bay/Sekiu Sewer - Funding for the emergency repair of a failed pump at the Sekiu Pump Station /\$70,000
Sheriff - Jail Medical - Funding for Inmate Health Care Services for FY2021/\$19,219

Debatable Emergencies 

PUBLIC COMMENT – Please limit comments to three minutes

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.

- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

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

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



Date of report: January 20, 2021

General	\$216,705.27
Other	\$401,896.48
Total	\$618,601.75

STATE OF WASHINGTON)
)
County of Clallam)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS 11 DAY OF NOVEMBER 2021.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (Interim County Administrator)

Weekly Expenditures

January 18 - 22, 2021

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	Auditor	10,539.86			
12401.221	Auditor - Document Preservation		4.86		
00100.241	Commissioners (BOCC)	80,586.35			
19925.291	BOCC - Hotel/Motel		62,000.00		
00100.331-334	Dept. of Community Develop't (DCD)	3,226.91			
30301.331	DCD - Lower Dungeness Floodplain		7,309.66		
11301.511	Health & Human Services (HHS)		36,143.27		
00100.511	HHS - Environmental Health	5,202.97			
00100.513	HHS - Admin	3,922.30			
11331.511	HHS - Developmental Disabilities		2,171.86		
00100.461	Human Resources (HR)	1,228.56			
50401.461	HR - Risk Management		433.60		
50501.461	HR - Workers Compensation		313.21		
00100.411	Information Technology (IT)	1,761.42		26.20	
00100.851	Juvenile Services	2,208.90		13.73	
11401.821	Law Library		340.40		
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		497.38		
00100.911/912	Parks Fair Facilities (PFF)	52,112.46		12.75	
30101.911	PFF - REET 1 (Real Estate Excise Tax)		344.75		
00100.841-843	Prosecuting Attorney	37,676.00			
11701.841	Pros Atty - Local Crime Victim		4,860.80		
	Public Works (PW)				
10101.611	PW - Roads		20,461.26		
41401.611	PW - Clallam/Sekiu Sewer		2,871.81		
42401.611	PW - Carlsborg Sewer		1,874.35		
50301.611	PW - ER&R (Equip'l Rental & Revolving)		172,126.74		
00100.811-815	Sheriff	4,735.05			
11065.811	Sheriff - OPSCAN Operations		602.00		52.98
11068.811	Sheriff - Stonegarden		60,355.75		
11070.811	Sheriff - 24/7 Sobriety		182.25		
63301.000	Sheriff - Inmate Commissary		371.95		
00100.861	Superior Court	12,408.33			
00100.231	Treasurer	312.62			
12231.231	Treasurer - REET Electronic Technology		28,577.60		
00100.931	WSU Extension	730.86			
Total		216,652.59	401,843.50	52.68	52.98

Report Reconciliation		Totals			
Total	618,496.09	General Fund	216,705.27		
Final Check Lists	618,496.09	Other	401,896.48		
Difference		Total	618,601.75	Use Tax	105.66

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
1/11/2021	U S BANK	2979	dputnam1	156.00	13.73	156.00
1/12/2021	U S BANK	6236-Jan21	jkoon2	602.00	52.98	602.00
1/13/2021	U S BANK	36323	tteel	297.76	26.20	297.76
1/26/2021	U S BANK	Dog Waste 380774	mearley	144.83	12.75	144.83
Totals:				1,200.59	105.66	1,200.59

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000258	BUSINESS TELECOM PRODU	313333	1/6/2021	3 BATTERIES FOR DOL PHON	127.44	127.44
1/26/2021	0001179	PACIFIC OFFICE EQUIPMENT	1071807	1/1/2021	CONTRACT COPIER 10785-08	120.20	
			1071450	12/28/2020	TONER CARTRIDGE 26A	76.15	
			1071809	1/1/2021	CONTRACT COPIER 11455-02	35.86	
			1071808	1/1/2021	CONTRACT COPIER 10931-07	14.04	246.25
1/26/2021	0001641	VERIZON WIRELESS	9869891842	12/24/2020	MIFI FOR KIOSKS	40.03	40.03
1/26/2021	0003410	LEMAY MOBILE SHREDDING	4684936	1/1/2021	DOCUMENT SHREDDING	4.86	4.86
1/26/2021	0019068	K & H PRINTERS INC	60289	12/30/2020	ENVELOPES AND SECRECY :	6,289.71	
1/26/2021	0020849	U S BANK	60266	12/23/2020	INSERTS FOR 2.09.21 ELECT	2,364.88	8,654.59
			212801	12/11/2020	RECEIVED DATE STAMPERS	76.47	
1/26/2021	0036103	WSACA	145627719-001	12/18/2020	BANKERS BOXES, NOTE PAC	57.43	133.90
1/26/2021	0040004	CLEAR BALLOT GROUP INC	2021-05	12/9/2020	2021 ANNUAL DUES	300.00	300.00
1/26/2021	0041605	HOME DEPOT PRO	INV CBG31478	12/28/2020	TAX FOR ONSITE TRAINING	289.00	289.00
			590944831	12/18/2020	WHITE BOND PAPER 8.5X11	748.65	748.65
Sub total for U S BANK:							10,544.72

0.00
618,496.09
28,890.22
12,408.33
63,116.17
3,130.83
1,874.35
2,871.81
20,461.26
172,126.74
42,536.80
52,457.21
497.38
340.40
2,208.90
1,761.42
1,975.37
47,440.40
10,536.57
142,586.35
10,544.72
0.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000328	CLALLAM BAY - SEKIU, CHAM	2021	1/12/2021	ANNUAL PMT PER CONTRAC	12,000.00	12,000.00
1/26/2021	0000382	CODE PUBLISHING COMPANY	68468	1/12/2021	WEB UPDATE, ORDS: 967-968	1,555.19	
			68559	1/12/2021	CUMULATIVE PRINT SUPPLE	1,352.71	2,907.90
1/26/2021	0001083	OLYMPIC PEN VISITOR BURE	2286	1/12/2021	DECEMBER 2020 SERVICES I	50,000.00	50,000.00
1/26/2021	0001113	OFFICE DEPOT, INC	145649983001	1/12/2021	PLANNERS, OPENER, STAPLI	50.57	
			1473142188002	1/12/2021	PAPER, PAD FINGER	36.86	
			143254746001	1/12/2021	PENS	30.34	
			145650330001	1/12/2021	LETTER OPENER, PRINTED E	10.74	128.51
1/26/2021	0001126	OLYMPIC REGION CLEAN AIR	23255	1/12/2021	PER CAPITA ASSESSMENT F	36,723.90	36,723.90
1/26/2021	0001179	PACIFIC OFFICE EQUIPMENT	1071812	1/12/2021	MAINTENANCE & USAGE - 91	14.04	14.04
1/26/2021	0001632	U.S POSTMASTER	Jury 1/12/2021	1/12/2021	2,000 SUMMONS @ .46	920.00	
			BRM 2020 incre	1/12/2021	ADDITIONAL AMOUNT DUE	15.00	
			PI13 Permit 2020	1/12/2021	ADDITIONAL AMOUNT DUE	10.00	
			BRM Permit#197	1/12/2021	ADDITIONAL AMOUNT DUE	5.00	950.00
1/26/2021	0001674	WACO	21-Q1-005	1/12/2021	2021 ANNUAL ASSESSMENT	10,839.00	10,839.00
1/26/2021	0001688	WA ST ASSOC OF COUNTIES	GD2021.-05	1/12/2021	ANNUAL GENERAL DUES ASS	13,285.00	
			PL2021-05	1/12/2021	ANNUAL ASSESSMENT FOR I	6,732.00	
			SLAC2021-05	1/12/2021	LITIGATION & STRATEGIC CC	5,728.00	
			HS2021-05	1/12/2021	ANNUAL ASSESSMENT FOR I	1,028.00	26,773.00
1/26/2021	0036677	SOUND LAW CENTER	2520	1/12/2021	CODE COMPLIANCE HEARIN	2,250.00	2,250.00
Sub total for U S BANK:							142,586.35

Final Check List
CLALLAM COUNTY

DCD

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000196	BILLS PLUMBING & SANIKAN	IS3599053	12/28/2020	G145 TASK 4 PROFESSIONAL	145.00	145.00
1/26/2021	0000360	CLALLAM COUNTY ER&R	2020.344E	12/26/2020	INSPECTORS/CE DECEMBER	1,200.00	
			2020.342E.	12/24/2020	DECEMBER 2020 FLEET VEH	47.00	1,247.00
1/26/2021	0001113	OFFICE DEPOT, INC	144365599001	12/22/2020	ADMIN OFFICE SUPPLY	63.65	
			142614468001	12/10/2020	ADMIN/CE OFFICE SUPPLY	43.16	
			148528072001	1/6/2021	ADMIN OPERATING SUPPLY	34.45	
			144360244001	12/23/2020	ADMIN OFFICE SUPPLY	22.83	
			142617311001	12/15/2020	CE OFFICE SUPPLY	19.57	
			148528888001	1/6/2021	ADMIN OPERATING SUPPLY	12.99	
			148528886001	1/6/2021	ADMIN OPERATING SUPPLY	8.66	205.31
1/26/2021	0001140	OLYMPIC PRINTERS INC	26980	12/22/2020	PERMIT CENTER OPERATING	646.27	646.27
1/26/2021	0001179	PACIFIC OFFICE EQUIPMENT	1071816	1/1/2021	#8631 DECEMBER 2020	320.70	
			1071818	1/1/2021	#10336 DECEMBER 2020	168.52	
			1071819	1/1/2021	#10293 DECEMBER 2020	107.39	
			1071817	1/1/2021	#10051 DECEMBER 2020	17.41	614.02
1/26/2021	0001641	VERIZON WIRELESS	9869891840	12/24/2020	G146 TASK 1 \$105.66 / CE \$52	157.77	
			9869721165	12/22/2020	INSPECTOR DECEMBER 202	26.21	
			9869721164	12/22/2020	INSPECTOR DECEMBER 2020	23.83	
			9869721166	12/22/2020	LRP DECEMBER 2020	22.03	229.84
1/26/2021	0021923	FIRST RACE CAR WASH	DECEMBER 202	12/31/2020	DECEMBER 2020 PROFESSIC	12.00	12.00
1/26/2021	0028699	SOUND PUBLISHING INC	7991710	7/31/2020	LRP JULY 2020 ADVERTISING	143.78	
			8009326	12/31/2020	LRP DEC. 2020 ADVERTISING	40.25	184.03
1/26/2021	0036092	AQUA TERRA CULTURAL, RESPI-07-22		12/28/2020	G146 TASK 2 PROFESSIONAL	7,204.00	7,204.00
1/26/2021	0043159	MAJOR, JESSE	MAJOR 1-4-21	1/4/2021	CE POSTAGE	49.10	49.10
Sub total for U S BANK:							10,536.57

Final Check List
CLALLAM COUNTY

HHS

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0019631	ALMBERG, KENNETH	OSSREBATE011	11/17/2020	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
1/26/2021	0044894	ARNBRISTE FAMILY TRUST	OSSREBATE	11/16/2020	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
1/26/2021	0044893	CAWYER, VIRGIL L	OSSREBATE	11/17/2020	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
1/26/2021	0000360	CLALLAM COUNTY ER&R	2020.317E	12/20/2020	OSS/FOOD-NOVEMBER 2020	1,368.00	100.00
1/26/2021	0000769	IDEXX DISTRIBUTION INC	2020.345E	1/12/2021	OSS/FOOD-DECEMBER 2020	1,368.00	2,736.00
1/26/2021	0000870	KONP RADIO 1450	3075883412	12/9/2020	WATER LAB-LAB SUPPLIES	339.82	339.82
1/26/2021	0024784	LAW, KERRY	11759-4	12/31/2020	OSS-DECEMBER ADVERTISIN	425.00	425.00
1/26/2021	0044896	MACDONALD, CAMERON & C	OSSREBATE122	12/28/2020	OSS-SEPTIC SYSTEM LOCAT	135.00	135.00
1/26/2021	0001179	PACIFIC OFFICE EQUIPMENT	OSSREBATE122	12/22/2020	OSS-SEPTIC SYSTEM LOCAT	342.18	342.18
			1071857	1/1/2021	EH- EH COPIER 10272	74.97	
			1071858	1/1/2021	OSS/FOOD-COPIER 10297	20.85	95.82
1/26/2021	0044895	PETERSON, SYLVIA	OSSREBATE111	11/19/2020	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
1/26/2021	0036404	ROBERSON, JIM	OSSREBATE111	11/19/2020	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
1/26/2021	0024415	SORENSEN, EJVIND	OSSREBATE113	11/30/2020	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
1/26/2021	0001602	SPECTRA LABORATORIES, KI	20-09169	1/5/2021	WATER LAB-WATER TESTING	35.00	35.00
1/26/2021	0001617	UNIVERSITY OF WASHINGTO	OTS2403	1/12/2021	WQ-NOVEMBER WATER SAM	394.15	394.15
1/26/2021	0028294	WATRAL, JANET	OSSREBATE113	11/30/2020	OSS-SEPTIC SYSTEM LOCAT	100.00	100.00
1/26/2021	0001179	PACIFIC OFFICE EQUIPMENT	1071862	1/1/2021	HADM - HHS ADMIN COPIER	46.60	
			1071861	1/1/2021	HADM - HHS DIRECTOR COP	7.70	54.30
1/26/2021	0001812	WSALPHO	GD2021-05	1/1/2021	HADMN - 2021 WSALPHO ME	3,868.00	3,868.00
1/26/2021	0000363	CLALLAM COUNTY SHERIFF	CCSO 12-20-2	1/11/2021	HOPS - SDC MEALS 12/14 TO	6,800.00	6,800.00
1/26/2021	0044303	DELIVERY EXPRESS INC	303609	12/13/2020	HOPS - DELIVERY LAB SERVI	112.25	
			304047	12/20/2020	HOPS - DELIVERY LAB SERVI	112.25	
			304475	12/27/2020	HOPS - DELIVERY LAB SERVI	112.25	
			304863	1/11/2021	HOPS - DELIVERY LAB SERVI	112.25	449.00
1/26/2021	0000546	EXPRESS SERVICES, INC	24800666	12/21/2020	HOPS - PUBLIC HEALTH MED	640.38	
			24747462	12/9/2020	HOPS - PUBLIC HEALTH MED	463.25	
			24774894	12/16/2020	HOPS - PUBLIC HEALTH MED	258.88	1,362.51
1/26/2021	0000593	FORKS, CITY OF	CF 12-14-20	1/1/2021	HOPS - FORKS OFFICE UTILI	63.87	63.87
1/26/2021	0044380	HARGIS, LAUREL	LH 12/16/20	12/16/2020	HOPS - SAFEWAY GROCERIE	22.36	22.36
1/26/2021	0000825	JOHNSON, ANN	AJ BT 12-20	12/30/2020	HOPS - BUSINESS MILEAGE	148.93	148.93
1/26/2021	0042963	KENOYER, HELEN	HK BT 12/20	12/29/2020	HOPS - BUSINESS MILEAGE	64.86	64.86
1/26/2021	0021279	KITSAP COUNTY HEALTH DIS	KPHD 12-10-20	1/11/2021	HOPS - EPIDEMIOLOGY SER	806.25	806.25

Final Check List
CLALLAM COUNTY

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0003418	LAUREL BLACK DESIGN, INC.	11932	12/17/2020	HOPS - CREATIVE SERVICES	1,625.00	
1/26/2021	0041614	MCLANE, KARISSA	11937	12/31/2020	HOPS - CREATIVE SERVICES	812.50	2,437.50
1/26/2021	0001113	OFFICE DEPOT, INC	KM BM 12/20	12/30/2020	HOPS - BUSINESS MILEAGE -	19.55	19.55
			143800116001	12/11/2020	HOPS - OFFICE SUPPLIES - C	379.83	
			143807884001	12/11/2020	HOPS - OFFICE SUPPLIES - C	176.82	
			143801139001	12/11/2020	HOPS - OFFICE SUPPLIES - C	26.09	582.74
1/26/2021	0001159	ON THE MOVE MEDIA, INC	2893	12/21/2020	HOPS - CLALLAM TRANSIT AI	1,341.60	1,341.60
1/26/2021	0001179	PACIFIC OFFICE EQUIPMENT	1071821	1/1/2021	HOPS - PUBLIC HEALTH COP	112.77	
1/26/2021	0001203	PEN PRINT INC	1071860	1/1/2021	HOPS - FORKS PRINTER	8.37	121.14
1/26/2021	0001262	PORT OF PORT ANGELES	38490	12/30/2020	HOPS - FLYER FOR SYRINGE	97.92	97.92
1/26/2021	0001300	PUBLIC UTILITY DISTRICT	167810	1/1/2021	HOPS - SDC LEASE - JANUAF	15,000.00	15,000.00
1/26/2021	0028699	SOUND PUBLISHING INC	PUD 12-28-20	12/28/2020	HOPS - FORKS OFFICE UTILI	164.95	164.95
1/26/2021	0001508	STERICYCLE, INC	48153068 12/20	12/20/2020	HOPS - COVID-19 NEWSPAPE	2,345.90	2,345.90
			3005372871	12/14/2020	HOPS - SYRINGE DISPOSAL	239.33	
			3005380125	12/28/2020	HOPS - SYRINGE DISPOSAL	125.09	364.42
1/26/2021	0033081	THE LAMAR COMPANIES	112060968	12/14/2020	HOPS - COVID BILLBOARD 12	721.00	
			112068244	10/1/2020	HOPS - MASK UP TO OPEN U	340.00	
1/26/2021	0020849	U S BANK	112108683	1/1/2021	HOPS - SHOW YOU CARE BIL	340.00	1,401.00
			4910 1-6-21	1/6/2021	HOPS - FACEBOOK AD - ADVI	810.79	
			4878 1-6-21	1/6/2021	HOPS - SAFEWASY #1492 - O	338.87	
			4326 1-6-21	1/6/2021	HOPS - FERRELLLGAS - OPE	293.17	
			4951 1-6-21	1/6/2021	HOPS - BIG LOTS #4644 - OPI	262.63	
1/26/2021	0001641	VERIZON WIRELESS	4318 1-6-21	1/6/2021	HOPS - WALMART #2196 - OF	71.35	1,776.81
			9870147016	1/6/2021	HOPS - ALLISON UNTHANK C	263.30	
			9870147018	1/6/2021	HOPS - ELI OWENS CELLPHC	208.25	
			9869754243	1/4/2021	HOPS - WIC CELLPHONE 1	169.18	
			9870147017	1/6/2021	HOPS - HELEN KENOYER CE	92.14	732.87
1/26/2021	0001767	WEST WASTE & RECYCLING	0000202890	12/31/2020	HOPS - FORKS OFFICE RECY	39.09	39.09
1/26/2021	0001462	CLALLAM MOSAIC	11331-20-CMP2I	1/1/2021	DDD - PARENT TO PARENT -	1,000.00	
1/26/2021	0001113	OFFICE DEPOT, INC	11331-20-CMFP	1/1/2021	DDD - FITNESS PROGRAM - C	593.00	1,593.00
			143785247001	12/10/2020	DDD - OFFICE SUPPLIES - DE	46.23	
1/26/2021	0014528	SPOKANE COUNTY TREASUR	143790085001	12/14/2020	DDD - OFFICE SUPPLIES - DE	32.63	78.86
			14600248	12/10/2020	DDD - PARENT COAL CONTR	500.00	500.00

Sub total for U S BANK: 47,440.40

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0020849	U S BANK	38501794	1/9/2021	JOB ADVERTISING 38501794	514.17	
			38308283	1/9/2021	INDEED ADVERTISING 38308	500.73	
			313261	1/9/2021	INVOICE 313261	313.21	
			1001690439	1/9/2021	REF 1001690439	205.00	
			034800085310	1/9/2021	STRAIGHT TALK CARD - PRR	142.05	
			1567534127	1/9/2021	SGR SERVANT LEADERSHIP	129.00	
			38899435	1/9/2021	38899435	84.66	
			111-6071311-128	1/9/2021	111-6071311-1285861	21.75	
			225704416	1/9/2021	225704416	19.95	
			225372478	1/9/2021	225372478	14.95	
			225704093	1/9/2021	225704093	14.95	
			225844617	1/9/2021	225844617	14.95	
						1,975.37	
							1,975.37
						Sub total for U S BANK:	1,975.37

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0020849	U S BANK	444824	1/13/2021	AUD20201204 - ZEBRA & EPS	514.29	
			11188513634557	1/13/2021	PW20201207 - MFP FOR BEA	487.17	
			11733058079834	1/13/2021	IT20201204 - OFC SUPPLIES	416.56	
			36323	1/13/2021	IT20201202 - DISPLAY STAITC	297.76	
			11164681725064	1/13/2021	IT20201207 - OFFICE SUPPLII	45.64	1,761.42
Sub total for U S BANK:							1,761.42

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000116	ASM SIGNS	10460	12/23/2020	EQUIP-REPAIR/MAINT	32.64	32.64
1/26/2021	0000628	GALLS LLC	017162993	12/10/2020	UNIFORMS & CLOTHING	117.50	
			017181625	12/12/2020	UNIFORMS & CLOTHING	97.92	
			017157719	12/10/2020	UNIFORMS & CLOTHING	92.92	
			017157718	12/10/2020	UNIFORMS & CLOTHING	59.73	
			017162991	12/10/2020	SMALL TOOL & MINOR EQUIF	45.00	
			017162992	12/10/2020	SMALL TOOL & MINOR EQUIF	43.18	
			017157717	12/10/2020	SMALL TOOL & MINOR EQUIF	11.75	468.00
1/26/2021	0001179	PACIFIC OFFICE EQUIPMENT	1072032	1/1/2021	EQUIP-REPAIR/MAINT	150.70	
			1072033	1/1/2021	EQUIP-REPAIR/MAINT	94.05	
			1072031	1/1/2021	EQUIP-REPAIR/MAINT	51.73	
			1072035	1/1/2021	EQUIP-REPAIR/MAINT	5.17	
			1072034	1/1/2021	EQUIP-REPAIR/MAINT	0.92	302.57
1/26/2021	0003688	BURNS, KIMBERLY	115734	1/4/2021	ADVERTISING-CAP	15.00	15.00
1/26/2021	0020849	U S BANK	22087	11/9/2020	SOFTWARE LICENSE-AVAIL F	408.00	
			070225	12/29/2020	DET FOOD-COSTCO	179.81	
			2979	1/1/2021	SOFTWARE LICENSE-CASA M	156.00	
			029730	12/14/2020	DET FOOD-COSTCO	133.82	
			090770	12/14/2020	DET FOOD-WALMART	10.12	
			074630	12/28/2020	REGISTRATION-FOOD HANDI	10.00	
			048128	12/28/2020	DET FOOD-FRANZ	10.00	
			011036	12/14/2020	DET FOOD-FRANZ	8.87	916.62
1/26/2021	0039632	COLE, MILTON	123120MC	1/1/2021	CAP VOL-MILEAGE	60.38	60.38
1/26/2021	0039847	LUQUETTA-COLE, MERCY	113020MLC	12/23/2020	CAP VOL-MILEAGE	15.53	15.53
1/26/2021	0041605	HOME DEPOT PRO	590488136	12/16/2020	MED SUPPLIES-CR	319.87	
			590488128	12/16/2020	DET SUPPLIES	78.29	398.16
Sub total for U S BANK:							2,208.90

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000907	LEXISNEXIS	3093027374	1/31/2021	LEXIS ADVANCE ONLINE SHE	286.00	286.00
1/26/2021	0001179	PACIFIC OFFICE EQUIPMENT	1071822	1/1/2021	COPIER SERVICE JANUARY	54.40	54.40
Sub total for U S BANK:							340.40

Nox Weeds

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000360	CLALLAM COUNTY ER&R	2020.342E	1/12/2021	#58-RDS=137.38	137.38	137.38
1/26/2021	0020849	U S BANK	102218	1/12/2021	PESTICIDECREDITS-REYNOL	270.00	
			BotanicSymposi	1/12/2021	REGISTRATION-BOTANICSYN	30.00	
			BotanicSymposi	1/12/2021	REGISTRATION BOTANICSYN	30.00	
			BotanicSymposi	1/12/2021	REGISTRATION BOTANIC	30.00	360.00
Sub total for U S BANK:							497.38

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000091	ANGELES MILLWORKS & LUM	279300	1/13/2021	JUV PUMP RENTAL	304.64	
			279543	1/13/2021	FG 4 GALLON ADHESIVE FOF	62.33	
			279454	1/13/2021	FG 2X10' PRESSURE TREATE	61.54	
			279405	1/13/2021	JUV LEVEL BUILDERS RENTA	27.20	
			279158	1/13/2021	LKP 4X4-8' PRESSURE TREAT	16.81	
			279406	1/13/2021	JUV GLOVES FASTENERS	11.47	
			279323	1/13/2021	JUV PUMP RENTAL RETURN	-228.48	255.51
1/26/2021	0000172	BAXTER A/P OFFICE	15-720509	1/13/2021	JUV MOTOR OIL AND FUNNEL	25.89	25.89
1/26/2021	0000329	CO-OP FARM AND GARDEN, T42345		1/13/2021	CH LUBRICANT	9.57	9.57
1/26/2021	0000359	CLALLAM COUNTY PUBLIC W1480 12/20		1/13/2021	CB DEC SEWER	56.50	56.50
1/26/2021	0000361	CLALLAM COUNTY ROAD DEF2020.335e		1/13/2021	SMPK CH CDJ DRA JUV NOV	131.02	131.02
1/26/2021	0000546	EXPRESS SERVICES, INC	24833126	1/13/2021	CH COVID CUSTODIAN (2) W	1,496.25	1,496.25
1/26/2021	0000677	GRAINGER INC	9767450142	1/13/2021	CH FLAG FILTER CARTRIDGE	430.08	
			9761227587	1/13/2021	JUV MANUAL FLUSH VALVE	346.33	776.41
1/26/2021	0000714	HARTNAGEL BLDG SUPPLY Ink19995 remainde		1/13/2021	DRA TOILT B/C KIT FLUSH VA	19.74	19.74
1/26/2021	0001036	MURREYS OLYMPIC DISPOSAL6421700		1/13/2021	SC DEC GARBAGE	1,029.58	1,029.58
1/26/2021	0001156	OLYPEN INC	210110-0017	1/13/2021	DRA INTERNET	18.00	18.00
1/26/2021	0001179	PACIFIC OFFICE EQUIPMENT	1071845	1/13/2021	ADMIN COPIER SERVICE	100.18	
			1071820	1/13/2021	FG COPIER SERVICE	9.70	109.88
1/26/2021	0001198	PART WORKS INC, THE	inv62945	1/13/2021	JUV DISHWASHER BOOSTER	3,248.45	
			inv63135	1/13/2021	JUV SHIPPING FEE FOR INV6	463.11	3,711.56
1/26/2021	0001203	PEN PRINT INC	38474	1/13/2021	JAIL REVIEW PRINTS	12.24	12.24
1/26/2021	0001252	PORT ANGELES, CITY OF	63871-98716 12/	1/13/2021	CH DEC UTIL & TRASH	23,656.49	
			63871-14790 12/	1/13/2021	CH DEC UTIL	3,564.94	27,221.43
1/26/2021	0001253	PORT ANGELES SOLID WAST	959900	1/13/2021	FG DUMP FEE	108.63	
			959238	1/13/2021	CH DUMP FEE	21.34	
			958707	1/13/2021	FG DUMP FEE	10.00	139.97
1/26/2021	0001300	PUBLIC UTILITY DISTRICT	25839 12/20	1/13/2021	DRA DEC ELECT	494.42	
			25837 12/20	1/13/2021	DRA DEC ELECT	235.72	
			25840 12/20	1/13/2021	DRA DEC ELECT	109.64	
			25838 12/20	1/13/2021	DRA DEC ELECT	43.22	883.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0001331	RAINBOW SWEEPERS, INC.	41274	1/13/2021	CH 12/22/20 DE-ICE	228.48	
			41324	1/13/2021	JUV 12/24/20 DE-ICE	104.45	
			41303	1/13/2021	JUV 12/23/20 DE-ICE	104.45	
			41234	1/13/2021	JUV 12/21/20 DE-ICE	81.60	518.98
1/26/2021	0001540	SWAIN'S GENERAL STORE IN	282352	1/13/2021	SMPK CAUTION TAPE BARRI	10.85	10.85
1/26/2021	0001573	THOMAS BUILDING CENTER	130829526	1/13/2021	DRA HEX NUTS	5.42	5.42
1/26/2021	0001576	THURMAN SUPPLY	733805	1/13/2021	FG SUMP PUMP	113.79	113.79
1/26/2021	0001577	THYSSENKRUPP ELEVATOR	3005693085	1/13/2021	CH ELEVATOR MAINTENANCE	1,925.76	1,925.76
1/26/2021	0002241	KNIGHT FIRE PROTECTION, I	170769	1/13/2021	CH (50) 5LB DRY CHEM FIRE	2,665.60	2,665.60
1/26/2021	0018006	DM DISPOSAL INC, A WASTE	6413955	1/13/2021	CH DEC RECYCLE	400.68	
			6414228	1/13/2021	SC DEC RECYCLE	210.03	
			6414007	1/13/2021	CH DEC RECYCLE	84.18	
			6413982	1/13/2021	VC DEC RECYCLE	32.46	727.35
1/26/2021	0020849	U S BANK	Shorewood 03-2	1/13/2021	CH JDC LIFTER KIT	417.57	
			COPA 20-00001	1/13/2021	2002FAC TEMP CHAIR LIFT P	344.75	
			Amaz 1522610	1/13/2021	CH HANDHELD RADIO	216.51	
			WSDA 12/22/20	1/13/2021	SC PESTICIDE LICENSE REN	169.95	
			Dog Waste 3807	1/13/2021	DRA DOG WASTE ROLL BAG	144.83	
			PSI 12/7/20	1/13/2021	CDJ EXAMINATION - WATER	100.00	
			Viasat CDJ 12/2	1/13/2021	CDJ DEC SATELLITE INTERN	95.65	
			viasat SC 12/20	1/13/2021	SC DEC SATELLITE INTERNE	70.64	
			Amaz-3152269	1/13/2021	ADMIN 8.5X11 COPY PAPER	31.31	
			Amaz 2722638	1/13/2021	ADMIN DRY ERASE WALL CA	30.69	
			amaz-0521865	1/13/2021	ADMIN FILE STORAGE BOXE	20.39	1,642.29
1/26/2021	0026957	LEITZ FARMS INC	1678	1/13/2021	SMPK ZINC SULFATE FOR PA	141.03	141.03
1/26/2021	0027917	COMMERCIAL REPAIR	333035	1/13/2021	JAIL CONTROL PANEL REPAI	464.50	464.50
1/26/2021	0032999	PLATT	1D80659	1/13/2021	JAIL LIGHTING SWITCHES	187.66	187.66
1/26/2021	0036323	BUCK'S NORTHWEST LANDS	2565	1/13/2021	CH LANDSCAPE MAINTENAN	544.00	544.00
1/26/2021	0037042	OFFICE DEPOT	134284825001	1/13/2021	ADMIN 5 TAB DIVIDERS	13.40	
			141210510001	1/13/2021	ADMIN POST ITS	5.54	
			135485581001	1/13/2021	ADMIN 5 TAB DIVIDER RETUF	-13.40	5.54
1/26/2021	0038174	COASTAL FARM & RANCH	1463	1/13/2021	JUV 3" HOSE KIT AND PUMP I	967.22	967.22
1/26/2021	0039486	LEGACY POWER SYSTEMS	44688	1/13/2021	CH GENERATOR INSPECTIOI	1,452.48	
			44689	1/13/2021	JUV GENERATOR INSPECTIC	1,262.08	
			44690	1/13/2021	3RD ST GENERATOR INSPEC	505.92	3,220.48

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0041605	HOME DEPOT PRO	594057515	1/13/2021	CH PAPER TOWEL BATHROO	611.14	
			591189501	1/13/2021	JUV BRUSH SET	213.36	
			593789118	1/13/2021	JUV IMOP BRISLE BRUSH SE	195.73	
			593789100	1/13/2021	JUV BRUSH SET RETURN	-213.36	806.87
1/26/2021	0041765	CALL LUKE LLC	Jail Kitch 12.29.2	1/13/2021	JAIL KITCHEN PANTRY RODE	326.40	
			Sheriff 12.29.20	1/13/2021	CH SHERIFF OFFICE RODEN	326.40	
			3rd st 12.8.20	1/13/2021	3RD ST PREVENTATIVE PEST	108.50	
			JUV 12.4.20	1/13/2021	JUV PREVENTATIVE PEST SF	108.50	869.80
1/26/2021	0044161	MAYDA & SONS MECHANICAL	0000063015	1/13/2021	JAIL WALK IN FREEZER SERV	1,743.52	1,743.52
Sub total for U S BANK:							52,457.21

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000360	CLALLAM COUNTY ER&R	2020.343E	1/13/2021	ER & R	60.00	60.00
1/26/2021	0000495	DRENNAN-FORD FUNERAL H	18012	1/13/2021	CORONER	105.00	105.00
1/26/2021	0041050	ESHOM, JESSICA	337306	1/13/2021	CORONER FEES	260.00	260.00
1/26/2021	0000546	EXPRESS SERVICES, INC	24800677	1/13/2021	EXPRESS	3,363.98	
			24747474	1/13/2021	EXPRESS	3,299.22	
			24774905	1/13/2021	EXPRESS	3,040.18	
			24833143	1/13/2021	EXPRESS	694.40	10,397.78
1/26/2021	0004037	HARPER RIDGEVIEW CHAPEL	CORONER1/13/	1/13/2021	CORONER FEES	6,995.00	6,995.00
1/26/2021	0044898	HARRIS COUNTY CONSTABLE	2050008105	1/13/2021	FAMILY SUPPORT	75.00	75.00
1/26/2021	0026122	KIESEL, ERIC L, MD, PHD	KIESEL1/13/21	1/13/2021	AUTOPSY FEES	14,500.00	14,500.00
1/26/2021	0042898	KING COUNTY FINANCE	2130201	1/13/2021	CORONER/AUTOPSY	2,910.00	2,910.00
1/26/2021	0000918	LINCOLN STREET STATION	202223	1/13/2021	CORONER POSTAGE	11.50	11.50
1/26/2021	0001113	OFFICE DEPOT, INC	144635496001	1/13/2021	OFFICE SUPPLIES	216.32	
			146769238001	1/13/2021	OFFICE SUPPLIES	156.84	
			145596462001	1/13/2021	OFFICE SUPPLIES	39.55	
			144915999001	1/13/2021	OFFICE SUPPLIES	29.04	
			145595381001	1/13/2021	OFFICE SUPPLIES	19.57	
			146773427001	1/13/2021	OFFICE SUPPLIES	8.49	
			146773428001	1/13/2021	OFFICE SUPPLIES	8.15	477.96
1/26/2021	0001179	PACIFIC OFFICE EQUIPMENT	1071852	1/13/2021	POE CONTRACT	244.72	
			1071853	1/13/2021	POE CONTRACT	156.52	
			1071851	1/13/2021	POE CONTRACT	130.32	
			1071854	1/13/2021	POE CONTRACT	72.03	
			1071850	1/13/2021	POE CONTRACT	33.79	637.38
1/26/2021	0001252	PORT ANGELES, CITY OF	UTILITIES 1/13/	1/13/2021	74359-155474 UTILITIES	217.03	217.03
1/26/2021	0039815	SUTHERLAND, ROCHELLE	SUTHERLAND1	1/13/2021	MILEAGE REIMBURSEMENT	37.81	37.81

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0020849	U S BANK	1554970125	1/13/2021	REGISTRATION FEE	399.46	
			1552877359	1/13/2021	REGISTRATION FEE	399.46	
			118732695	1/13/2021	FILING FEES	287.00	
			118732896	1/13/2021	FILING FEE	287.00	
			118733054	1/13/2021	FILING FEE	287.00	
			161594	1/13/2021	BOOKS FOR TRAINING	93.71	
			160356	1/13/2021	BOOKS FOR TRAINING	93.71	
			160357	1/13/2021	ONLINE TRAINING	70.07	
			11171290344509	1/13/2021	OFFICE SUPPLIES	65.64	
			11191099057605	1/13/2021	OFFICE SUPPLIES	65.13	
			11458812672987	1/13/2021	OFFICE SUPPLIES	57.65	
			11200921845253	1/13/2021	OFFICE SUPPLIES	54.08	
			1123376723	1/13/2021	OFFICE SUPPLIES	35.78	
			11450593062768	1/13/2021	OFFICE SUPPLIES	31.52	
			11403995584493	1/13/2021	OFFICE SUPPLIES	15.18	
			REFUND1/13/21	1/13/2021	REFUND	-106.79	2,135.60
1/26/2021	0001641	VERIZON WIRELESS	9869812832	1/13/2021	CORONER PHONES	952.55	952.55
1/26/2021	0001675	WA ASSOC OF PROSECUTING ATTORNEYS	2021WAPADUES	1/13/2021	WAPA DUES	2,137.00	
			NDAADUES2021	1/13/2021	NDAADUES 2021	255.00	2,392.00
1/26/2021	0001764	WEST PAYMENT CENTER, TH	843692090	1/13/2021	WESTLAW	372.19	372.19
Sub total for U S BANK:							42,536.80

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000099	A-1 AUTO PARTS	1301099	12/24/2020	665MF battery - SQ 154	167.54	
1/26/2021	0017663	ARAMARK UNIFORM SVCS IN	1302400	1/5/2021	Tire inflator, gr.wheel, plugs - S	81.61	249.15
			1992071243	1/12/2021	Laundry services - PA	38.57	
			1992061868	1/5/2021	Laundry services - PA	19.27	
			1992065742	1/7/2021	Laundry services - SQ	16.32	
1/26/2021	0000172	BAXTER A/P OFFICE	1992065724	1/7/2021	Laundry services - WE	16.28	90.44
			15-720762	1/7/2021	Battery - PA 16	163.78	
			15-720639	1/7/2021	Fender edge trim - PA	30.55	
			15-718022	11/25/2020	Return: HD Air element - PA 40	-29.42	164.91
1/26/2021	0000239	BROTHERS PLUMBING INC	90029	1/6/2021	Taco Ciyc Pump - SQ 20-B100	1,137.30	1,137.30
1/26/2021	0023338	CENTRAL WELDING SUPPLY	PT 133219	1/6/2021	155CF Centrashield 8 - SQ	162.09	162.09
1/26/2021	0004211	CENTURYLINK	4766812B/01052	1/5/2021	Phone service - CH 20-FICH	78.55	78.55
1/26/2021	0000594	DECKER CITY HARDWARE, TI	626170	1/12/2021	Propane - LC 831	13.24	13.24
1/26/2021	0000599	FORKS OUTFITTERS	14JAN2021	1/14/2021	Caps Galv 2" for CB fuel island	7.15	7.15
1/26/2021	0000740	HI-TECH ELECTRONICS, INC	62079	1/4/2021	National Monitoring Center Fire	443.90	443.90
1/26/2021	0000772	INDUSTRIAL HYDRAULICS IN	A332315	12/18/2020	Repair tractor bucket cylinder -	838.30	
			A332314	12/18/2020	Repair tractor lift cylinder - PA	321.09	
			A332313	12/18/2020	Repair tr. outrigger cylinder-PA	293.76	1,453.15
1/26/2021	0000810	JERRYS SMALL ENGINES	45526	12/2/2020	Wheel assy - WE 2322	43.35	43.35
1/26/2021	0001405	LES SCHWAB TIRE CENTERS	38100421814	1/8/2021	Tires, wheel spin balance - PA 1	1,620.94	
			38000627535	1/6/2021	Tires, mount, balance - PA MP2	1,123.86	
			38000628938	1/13/2021	LT245/75R-16/10,spin,bal - PA	925.73	
			38000629143	1/13/2021	LT245/75R-16/10,spin,bal - PA	925.73	
			38000629144	4/14/2021	LT245/75R-16/10,spin,bal - PA	-925.73	3,670.53
1/26/2021	0001036	MURREYS OLYMPIC DISPOS	A6421711	1/1/2021	Garbage service - SQ	236.28	236.28
1/26/2021	0036418	PA FAR WEST MACHINE &, HY	1120-4835H	11/23/2020	Hyd. hoses, hose assembly - P	643.39	
			1120-4814H	11/17/2020	Hyd. hoses, hose assembly - P	186.12	829.51
1/26/2021	0000377	PACWEST MACHINERY LLC	20343129	12/1/2020	Tilt cylinder - PA 618	2,468.25	2,468.25
1/26/2021	0000848	PAPE KENWORTH NORTHWE	13830 S	12/30/2020	Purchase of lowboy tractor - PA	149,899.92	
			10412804	1/7/2021	Gaskets, clamps, sensors - LC	608.55	
			10402323	12/30/2020	Filters, cum kit - PA Stores	338.74	
			10408883	1/6/2021	Floor liner Ken - PA 254	205.63	
			10402508	12/31/2020	Belts - PA Stores	125.24	
			10412803	1/7/2021	Lamps - PA 208	28.60	151,206.68

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0001187	PAPE MACHINERY INC	12443959	1/7/2021	Windshield - PA 844	533.96	533.96
1/26/2021	0001252	PORT ANGELES, CITY OF	UTIL CHG01082	1/8/2021	Utility charges - PA	4,199.56	4,199.56
1/26/2021	0001255	PRICE FORD LINCOLN MERC	665414/1	1/12/2021	Install valve asy,can.f.vapor - P	760.13	
			5036171	1/11/2021	Bush, Arm asy, rear sus - PA S	184.52	
			5036166	1/11/2021	Kit, TPMS sensor - PA S331	130.10	
			5036067	1/5/2021	Gasket - PA S331	7.95	
			5036076	1/6/2021	Plug, oil drain - PA S312	4.96	
			5036190	1/12/2021	Return: Spacers, insulators - P	-194.39	893.27
1/26/2021	0042872	PROPANE NORTHWEST	1503027822	1/11/2021	Propane delivery - SQ	485.94	485.94
1/26/2021	0001300	PUBLIC UTILITY DISTRICT	22716/01052021	1/5/2021	Utility charges - CB	123.51	123.51
1/26/2021	0022435	RACE STREET AUTO PARTS	515376	12/23/2020	Exactfitblade,degreaser,capsule	78.59	
			516829	1/6/2021	7-03670 Muffler - PA	33.28	
			517781	1/13/2021	Fuel & air filters - PA 2358	21.86	
			517401	1/11/2021	4 Presidential10 W Ex 844	13.92	
			517780	1/13/2021	Air filter - PA 51	8.82	
			516827	1/6/2021	7-03669 Muffler - PA 731	7.33	
			517195	1/8/2021	Enr Elect battery - PA MP203	7.06	
			517029	1/7/2021	Oil filter - PA 16	4.55	
			517672	1/12/2021	Oil filter - PA 13	4.55	179.96
1/26/2021	0001361	RICHMOND 2-WAY RADIO	1200	1/6/2021	Radio, cir.kit, antenna, mounts-	1,256.64	
			1530	1/7/2021	Coax kit, conn., repair ant.-LC 1	438.41	1,695.05
1/26/2021	0001378	RUDELL AUTO MALL	180043	1/8/2021	Pipe kit, strap, bolt - PA 175	178.44	178.44
1/26/2021	0001385	SAFETY-KLEEN CORP	85029393	1/14/2021	MDL solvent, recovery fee-SQ	231.44	231.44
1/26/2021	0021386	STAPLES ADVANTAGE	8060924205	1/9/2021	8.5X11PAPER - PA Stores	187.57	187.57
1/26/2021	0001514	STRAIT ALIGNMENT	28418	1/13/2021	FE alignment - PA S331	71.75	71.75
1/26/2021	0001551	TACOMA SCREW PRODUCTS	14395207	1/7/2021	TSP flap disc high perf.zirc T29	88.36	88.36
1/26/2021	0001700	WA ST DEPT OF ECOLOGY	2021-WAG5012	12/31/2020	Sand & Gravel permit/Water Q	103.00	
			2021-WAG5012	12/31/2020	Sand & Gravel permit/Water Q	103.00	
			2021-WAG5012	12/31/2020	Sand & Gravel permit/Water Q	103.00	
			2021-WAG5012	12/31/2020	Sand & Gravel permit/Water Q	103.00	
			2021-WAG5012	12/31/2020	Sand & Gravel permit/Water Q	103.00	
			2021-WAG5012	12/31/2020	Sand & Gravel permit/Water Q	103.00	
			2021-WAG5012	12/31/2020	Sand & Gravel permit/Water Q	103.00	
			2021-WAG5012	12/31/2020	Sand & Gravel permit/Water Q	103.00	
			2021-WAG5012	12/31/2020	Sand & Gravel permit/Water Q	103.00	
			2021-WAG5012	12/31/2020	Sand & Gravel permit/Water Q	103.00	927.00

Bank : apbank U S BANK

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<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
1/26/2021	0001781	WHITEHEADS AUTO PARTS	IM184226	1/12/2021	Oil filters - LC Stores	76.45	76.45
Sub total for U S BANK:							172,126.74

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000091	ANGELES MILLWORKS & LUM	279998	1/14/2021	MAINTENANCE SUPPLIES - P	194.36	194.36
1/26/2021	0000114	ARROW SEPTIC, INC	0121	1/7/2021	DPRA PUMPING	2,278.50	2,278.50
1/26/2021	0000172	BAXTER A/P OFFICE	15-720849	1/11/2021	MAINTENANCE SUPPLIES - L	63.91	
			15-720774	1/8/2021	MAINTENANCE SUPPLIES - P	22.02	85.93
1/26/2021	0000331	CLALLAM COUNTY AUDITOR	21-124050	1/12/2021	WARRANTY DEED	105.50	105.50
1/26/2021	0000377	PACWEST MACHINERY LLC	20342960	11/23/2020	RENTAL ROLLER - SQ	5,548.80	5,548.80
1/26/2021	0000546	EXPRESS SERVICES, INC	2483125-10101	12/28/2020	12/21/20~12/25/20 ROADS	4,192.27	4,192.27
1/26/2021	0000674	GOVCONNECTION, INC.	70843231	1/6/2021	MAINTENANCE SUPPLIES - E	444.66	444.66
1/26/2021	0001059	NC MACHINERY CO	PAC128428	1/12/2021	MAINTENANCE SUPPLIES - P	168.62	168.62
1/26/2021	0001156	OLYPEN INC	210111-0016	1/12/2021	01/21~02/21 MLS, OLS	39.00	39.00
1/26/2021	0001300	PUBLIC UTILITY DISTRICT	30702-010621	1/6/2021	12/02/20~01/02/21 66 LOWER	44.01	44.01
1/26/2021	0001540	SWAIN'S GENERAL STORE IN	282582	1/13/2021	MAINTENANCE SUPPLIES - E	64.71	64.71
1/26/2021	0001551	TACOMA SCREW PRODUCTS	14394871	1/5/2021	MAINTENANCE SUPPLIES - P	25.61	25.61
1/26/2021	0001573	THOMAS BUILDING CENTER	130835017	1/6/2021	MAINTENANCE SUPPLIES - S	1,235.92	1,235.92
1/26/2021	0001576	THURMAN SUPPLY	737105	1/13/2021	MAINTENANCE SUPPLIES - E	62.11	62.11
1/26/2021	0001688	WA ST ASSOC OF COUNTIES	TRAN2021-05	1/1/2021	2021 TRANSPORTATION DUE	3,649.00	3,649.00
1/26/2021	0017663	ARAMARK UNIFORM SVCS IN	1992061869	1/5/2021	LAUNDRY SERVICE - PA	16.32	
			1992065741	1/7/2021	LAUNDRY SERVICE - SQ	16.32	
			1992071244	1/12/2021	LAUNDRY SERVICE - PA	16.32	
			1992065723	1/7/2021	LAUNDRY SERVICE - LC	16.28	65.24
1/26/2021	0022470	COOKE, JAMES M	123249233	1/7/2021	CDL LICENSE RENEWAL	35.00	35.00
1/26/2021	0038551	JJC RESOURCES LLC	2101008-IN	1/11/2021	MAINTENANCE SUPPLIES - P	441.46	441.46
1/26/2021	0041163	FICKETT STRUCTURAL SOLU	20143-02	12/28/2020	BRIDGE INSPECTIONS	1,715.47	1,715.47
1/26/2021	0042302	FRAKER, JEREMY	194135 FRAKEF	1/9/2021	MAINT SUPPLIES REIMBURSI	65.09	65.09
Sub total for U S BANK:							20,461.26

Public Works(1)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0044902	NAGY, VERONIKA	3613REF	1/11/2021	ACCT 3613 CREDIT REFUND	181.00	181.00
1/26/2021	0001300	PUBLIC UTILITY DISTRICT	22718-010521	1/5/2021	12/03/20~12/30/20 410 FRONT	967.99	1,255.81
1/26/2021	0020614	WOOD HAWK, INC	22602-010521	1/5/2021	12/03/20~12/31/20 BOGACHIE	287.82	1,435.00
			1876	1/5/2021	WASTE TRANSFER	1,435.00	1,435.00
Sub total for U S BANK:							2,871.81

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Final Check List
CLALLAM COUNTY

Public Works (2)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000740	HI-TECH ELECTRONICS, INC	61309	12/14/2020	HEAT DETECTOR INSTALLA	911.40	911.40
1/26/2021	0044905	SYSTEMS INTERFACE	25796	12/23/2020	CARLSBORG LIFT STATION T	962.95	962.95
Sub total for U S BANK:							1,874.35

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Final Check List
CLALLAM COUNTY

Sheriff (1)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/26/2021	0020849	U S BANK				
			6528-Jan21	1/6/2021	ZORO, GRAINGER, DIRECTV	1,390.52	
			6236-Jan21	1/6/2021	KG ELECTRONICS	602.00	
			7275-Jan21	1/6/2021	WALMART, ANDREW'S DETAI	499.98	
			0937-Jan21	1/6/2021	SMUGMUG, AMAZON, RESUL	480.31	
			8739-Jan21	1/6/2021	TOTAL WIRELESS SERVICES	53.96	
			0945-Jan21	1/6/2021	AMAZON, HARBORVIEW MEC	52.71	
			4738-Jan21	1/6/2021	LANGUAGE LINES	51.35	3,130.83
					Sub total for U S BANK:		3,130.83

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000268	WAVE BUSINESS	1032293-02-Jan	12/31/2020	CABLE - INMATES	317.99	317.99
1/26/2021	0000268	WAVE BUSINESS	1032290-02-Jan	12/31/2020	CABLE - CCSO	236.14	236.14
1/26/2021	0000268	WAVE BUSINESS	1039513-01-Jan	12/31/2020	CABLE - JAIL	65.82	65.82
1/26/2021	0000354	CLALLAM COUNTY SEWER DI	1481-Jan21	1/11/2021	CLALLAM BAY/SEKIU SEWER	56.50	56.50
1/26/2021	0000546	EXPRESS SERVICES, INC	24833129	12/28/2020	COMPUTER FORENSIC ANAL	181.90	181.90
1/26/2021	0001140	OLYMPIC PRINTERS INC	27036	1/6/2021	BUSINESS CARDS - PARKER	125.12	125.12
1/26/2021	0001148	OLYMPIC SPRINGS INC	335149	12/31/2020	WATER & WATER COOLER R	268.19	
			335545	12/29/2020	WATER	242.19	
			335271	12/11/2020	WATER	86.50	596.88
1/26/2021	0001252	PORT ANGELES, CITY OF	69177	9/17/2020	STONEGARDEN EQUIPMENT	42,312.01	42,312.01
1/26/2021	0001252	PORT ANGELES, CITY OF	82495-151160-J	1/8/2021	UTILITIES - FRONT ST	499.75	499.75
1/26/2021	0001300	PUBLIC UTILITY DISTRICT	22794-Jan21	1/5/2021	UTILITIES - FRONTIER #1	253.62	
			96237-Jan21	1/5/2021	UTILITIES - FRONTIER #2	44.56	298.18
1/26/2021	0003410	LEMAY MOBILE SHREDDING	4684943	1/1/2021	SHREDDING	51.52	
			4684937	1/1/2021	SHREDDING	12.88	64.40
1/26/2021	0004211	CENTURYLINK	360-417-5383-jA	1/2/2021	INTERNET CONNECTION	65.00	65.00
1/26/2021	0037042	OFFICE DEPOT	148934026001	1/6/2021	OFFICE SUPPLIES	70.49	70.49
1/26/2021	0038389	NEAH BAY PUBLIC SAFETY	0019	10/13/2020	STONEGARDEN EQUIPMENT	18,043.74	18,043.74
1/26/2021	0043250	SMART START LLC	9	1/12/2021	BREATHCHECK MONITORING	182.25	182.25
Sub total for U S BANK:							63,116.17

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0000716	HAYDEN, JOHN F	JH 01-21	1/13/2021	JANUARY 2021 - CHINS/YAR /	2,333.33	2,333.33
1/26/2021	0001607	KAREN L UNGER, P.S.	KU 01-21	1/13/2021	JANUARY 2021 - ADULT CRIM	3,000.00	3,000.00
1/26/2021	0002298	JOHN D BLACK, PLLC	JB-01-21	1/13/2021	JANUARY 2021 - JUVENILE O	700.00	700.00
1/26/2021	0020134	STANLEY B MYERS, JR, ATTOSM 01-21	SM 01-21	1/13/2021	JANUARY 2021 - ADULT CRIM	3,000.00	3,000.00
1/26/2021	0021617	WOLFLEY LAW OFFICE P.S.	LW 01-21	1/13/2021	JANUARY 2021 - ADULT CRIM	3,000.00	3,000.00
			JW 01-21	1/13/2021	JANUARY 2021 - CONTEMPT	375.00	3,375.00
Sub total for U S BANK:							12,408.33

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/26/2021	0020849	U S BANK	58543	1/12/2021	RAPIDPRINT REET STAMP YE	62.50	62.50
1/26/2021	0029534	HARRIS GOVERN	MN00014035	1/12/2021	ASSESSOR-QTRLY SOFTWARE	12,196.45	
			MN00014271	1/12/2021	ASSESSOR-ANNUAL SOFTWARE	9,413.04	
			MN00014272	1/12/2021	ASSESSOR-ANNUAL SOFTWARE	4,794.11	
			MN00014270	1/12/2021	ASSESSOR-ANNUAL SOFTWARE	2,174.00	28,577.60
1/26/2021	0037042	OFFICE DEPOT	145768587001	1/12/2021	HP TONER & MONTHLY PLAN	250.12	250.12
Sub total for U S BANK:							28,890.22

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Final Check List
CLALLAM COUNTY

WSU Ext

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/26/2021	0000360	CLALLAM COUNTY ER&R				
	1/26/2021	0020849	U S BANK				
			2020.351E	1/13/2021	DECEMBER 2020 RENTAL OF	405.00	405.00
			MC05280053	1/11/2021	MAILCHIMP DECEMBER 2020	325.86	325.86
Sub total for U S BANK:							730.86



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of January 18 - 22, 2021

1b
1/26/21

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, January 19, 2021. Present were Commissioners Ozias (video) and Peach, and Administrator Sill. Commissioner Johnson is excused.

Items of discussion per the agenda published January 14 were:

- Calendar/Correspondence
- Resolution establishing a position in support of proposition 1 Quillayute Valley School District 402 replacement educational programs and operation levy
- Resolution establishing a position in support of proposition 1 Sequim School District 323 replacement educational programs and operation levy AND Resolution in support of proposition 2 capital projects levy
- Update on property tax refunds
- Resolution canceling uncollectible personal property taxes
- Resolution for amendment of HRV/VEBA for County Officials, Charter Exempt and all Non-Represented Employees
- Purchase order for purchase of grant-reimbursable I.T. equipment
- Agreement amendment 1 with Interwest Construction, Inc. for emergency pump repair and replacement for Sekiu Lift Station
- Resolution appointing Charles Bruce Hanify District Court II Judge
- Resolution appointing Pamela Dahl and Donya Alward to the Lodging Tax Advisory Committee
- Resolution appointing Ian Miller and Bert Caldwell to the North Olympic Library System Board of Trustees
- Discussion of proposed budget emergencies to be considered on February 2

Meeting adjourned at 9:56 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias (video) called the meeting to order at 10 a.m., Tuesday, January 19, 2021. Also present were Commissioner Peach and Administrator Sill. Commissioner Johnson is excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA

- 1a Approval of vouchers for the week of January 11
- 1b Approval of payroll for period ending December 31
- 1c Approval of minutes for the week of January 11

ACTION TAKEN: CBPm to adopt the consent agenda, CMOs, mc

REPORTS AND PRESENTATIONS

- CBP commented on the Department of Natural Resources and the Olympic Regional Clean Air Agency.
- CMO commented on Clallam Transit, County Public Health and Emergency Operations.

CONTRACTS AND AGREEMENTS

- 2a Agreement with Canyon City Solutions Software for True Star Behavioral Health Services clinical documentation and billing

ACTION TAKEN: CBPm to approve, CMOs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of January 18 - 22, 2021
Page 2

ADMINISTRATION

3a Resolution appointing Philip Giuntoli to the Planning Commission

ACTION TAKEN: CBPm to adopt, CMOs, mc

3b Resolution appointing Walter W. Livingston, Ernest (John) Teichert, Bradley J. Collins, Beverly Hetrick-Oostgerveld, and James F. McEntire, Jr. to the Clallam County Districting Commission

ACTION TAKEN: CBPm to adopt, CMOs, mc

3c Resolution appointing Charles Bruce Hanify District Court II Judge

ACTION TAKEN: CBPm to adopt, CMOs, mc

BUDGET

4a Resolution creating a new Bullman Beach Water System Fund

ACTION TAKEN: CBPm to adopt, CMOs, mc

4b Resolution calling for a hearing to be held on February 2, 2021 at 10:30 a.m. for the following debatable emergencies:

Parks & Facilities - REET – Transfer funding from Parks and Facilities REET 1 to Clallam Bay/Sekiu Sewer for an emergency repair of a failed pump at the Sekiu Pump Station (1 of 2)/\$180,000

Public Works – Clallam Bay/Sekiu Sewer – Transfer of funding from Parks & Facilities REET 1 to Clallam Bay/Sekiu Sewer for an emergency repair of a failed pump at the Sekiu Pump Station (2 of 2)/\$180,000

ACTION TAKEN: CBPm to issue notice, CMOs, mc

COMMUNITY DEVELOPMENT

5a Indemnification of lost original note and/or deed of trust and request for full Reconveyance and Substitution of Trustee

ACTION TAKEN: CBPm to approve, CMOs, mc

PUBLIC WORKS

6a Agreement amendment 1 with Interwest Construction, Inc. for emergency pump repair and replacement for Sekiu Lift Station

ACTION TAKEN: CBPm to approve, CMOs, mc

Board recessed at 10:18 a.m. and reconvened at 10:30 a.m.

HEARING(S)

H1 Ordinance amending Clallam County Code Chapter 15.04, Boating and Water Safety

- Elizabeth Stanley, Prosecuting Attorney's Office, provided a staff report.

ACTION TAKEN: CBPm to open the public hearing, CMOs, mc

- CMO noted no one provided comment.

ACTION TAKEN: CBPm to close the public hearing and adopt, CMOs, mc

Meeting concluded at 10:36 a.m. and continued to 9 a.m., Monday, January 25, 2021.

There are no BlueJeans chat logs for the week January 18.

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of January 18 - 22, 2021
Page 3

The Board of Commissioners attended Board of Health Meeting, Clallam Transit Meeting and COVID-19 Briefing during the week of January 18.

PASSED AND ADOPTED this twenty-sixth day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CBP Commissioner Bill Peach

m moved
mc motion carried
s seconded

DRAFT



AGENDA ITEM SUMMARY

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

29
1/26/21

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 1/26/2021

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11323-21-LCSNW-HF |
| ☐ 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 Lutheran Community Services Northwest. Lutheran Community Services Northwest will provide healthy families program. This program will serve low-income families by providing wrap-around supports and services that educate, develop skills, and foster positive outcomes for individuals and families. This contract is effective January 1, 2021 through December 31, 2021 in the amount of \$68,611.00.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name:

A handwritten signature in blue ink, appearing to be "K. M. C.", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and 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)

AIS - Lutheran Community Services - HF

Revised: 3-04-2019

**PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND**

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and LUTHERAN COMMUNITY SERVICES NW, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Project Manager: Jenny Oppelt
Contact Phone: (360) 417-2431
Contact Fax: (360) 452-9605

Contractor: Lutheran Community Services NW
2634 S. Francis St
Port Angeles, WA 98362

Phone: 360-452-5437
Fax: 360-406-6444

Contact Person: Lisa Lyon
Program Manager
llyon@lscnw.org

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for Healthy Families Clallam County Appendix A, Statement of Work and Budget, attached for a maximum consideration of \$68,611.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____, 2021.

**BOARD OF CLALLAM COUNTY
COMMISSIONERS:**

LUTHERAN COMMUNITY SERVICES NW:

Chair, Commissioner Mark Ozias Date

 January 15, 2021
Authorized Signature Date

ATTEST:

APPROVED AS TO FORM:

Loni Gores, Clerk of the Board

By DPA Alvarez on December 3, 2020

**CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS**

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

- A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.
- B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
- C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.
- D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.
- E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.
- F. **RCW** means the Revised Code of Washington, as now or hereafter amended.
- G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **\$68,611.00**. Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all

records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including 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.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**

**Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

**CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS**

1. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

2. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

- A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.
- B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.
- C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

3. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor 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.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

- A. A philosophy of non-tolerance of illegal drug-related activity;
- B. Agency standards of prohibited conduct; and
- C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

- B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

- A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

- B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

- A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;
- B. Other provisions of Title XIX of the Social Security Act, or any successors;
- C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;
- D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;
- E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

- A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contractor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

- B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:
1. Be used only for the performance of this Agreement;
 2. Be reasonably protected from damage or loss;
 3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

- A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.
- B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.
- C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.
- D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.
- E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement 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, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. 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.

Termination for Public Convenience: The County may terminate the Agreement 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 Agreement 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 Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

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 Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

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.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

- A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).
- B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.
- C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:
 - 1. Denial or termination of service; and/or
 - 2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

- A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.
- B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.
- C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

- A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.
- B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.
- C. Claims for damages because of bodily injury or death of any person other than employees.
- D. Claims for damages insured by usual personal injury liability coverage.
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.
4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
Statutory Bodily Injury including Death by Accident or Disease
2. Stop Gap Employers' Liability
\$1,000,000 Bodily Injury including Death by Accident - Each Accident
\$1,000,000 Bodily Injury including Death by Disease - Policy Limit
\$1,000,000 Bodily Injury including Death by Disease – Each Employee
3. General Liability - Bodily Injury, Personal Injury & Property Damage
\$2,000,000 General Aggregate
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal Injury
\$1,000,000 Each Occurrence
4. Automobile Liability
\$1,000,000 Bodily Injury including Death and Property Damage - Per Accident
5. Professional Liability
\$ 2,000,000 Per Occurrence
\$ 2,000,000 Annual Aggregate
or
\$ 1,000,000 Per Occurrence
\$ 3,000,000 Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

Any such policy of insurance the Provider 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 Provider 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 listed County Contact Person within 20 days of the execution of this 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 Contractor 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 Contractor to obtain the full text of that endorsement and forward that 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 Provider and the Provider's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

1. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;
2. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;
3. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;
4. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

- A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.
- B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

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 Contracts Manager 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 Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

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 Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

26. SEVERABILITY

If any term or condition of this Agreement 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 Agreement are declared severable.

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A STATEMENT OF WORK AND BUDGET

Healthy Families project serves low-income families by providing wrap-around supports and services that educate, develop skills, and foster positive outcomes for individuals and families. The HF project goals are to improve family stability, financial knowledge/capability, and the health of parents and children. The HF project addresses family health, financial health, and physical health to households and individuals experiencing crisis and hardship within Clallam County.

Contactor will provide a drop in center for people in need of immediate crisis assistance. Participants will receive a combination of direct assistance, consultation, coaching, and systems navigation to alleviate crises and connect with ongoing supports that help stabilize their situation and move towards self-sufficiency. Services include referrals to Housing, application for Apple Health (Medicaid), emergency food resources, personal care items, transportation, clothing, and referrals to agencies that can support other needs such as crisis intervention, energy assistance, works skills, etc.

To help strengthen families economically, a Survival Budgeting, seven-week educational course will be offered. The curriculum will focus on providing skills and tools for families to manage money and understand financial systems and basic budgeting.

HF project activities will include;

- A. **Financial Health Survival Budgeting:** Professionally trained Program Coordinator will offer financial education classes. Coaching will also be provided to participants after classes to help participants reach their financial goals.
- B. **Physical Health Harvest Cooking Classes/Cooking More with Less/Healthy Eating classes:** Program Coordinator partners with WIC-Public Health to recruit families, including young children. Staff will draw from these families to participate in other Physical Health programs listed. Health Nutritionist will select recipes and provide cooking demonstration.
- C. **Healthy Living Workshops:** Partner with health related organizations to facilitate workshops on medical/food related topics.
- D. **Community Connectedness:** Community events that bring community together provide resources and increase social connections.
- E. **Navigation of Services:** For basic needs including food, housing, and medical utilities.

Salaries will be for the project manager and project assistant positions.

Mileage will be reimbursed based on the current federal rate (\$0.575 per mile).

Maximum consideration for this contract is \$68,611.00.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

January 1, 2021 – December 31, 2021

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Salaries	\$44,056.00
Benefits	\$11,300.00
Indirect on Salaries	\$4,405.00
Supplies/Printing	\$600.00
Mileage	\$850.00
Occupancy (Rent/Utilities/Janitorial)	\$1,850.00

Communications (Phone/Internet)	\$3,550.00
Client Assistance: personal care items, food for the pantry and cooking classes, bus tickets, shelter, and household essentials	\$2,000.00
TOTAL	\$68,611.00

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings (if applicable).

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.



AGENDA ITEM SUMMARY

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

2b
1/26/21

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 1/26/2021

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11323-21-LCSNW-CC |
| ☐ 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 Lutheran Community Services Northwest. Lutheran Community Services Northwest will provide child check services. This program will provide free screening to children between the ages of 18 months and 5 years of age for autism spectrum disorders, developmental delays in motor, speech and cognition, as well as Adverse Childhood Experiences (ACEs), and educate parents. This contract is effective January 1, 2021 through December 31, 2021 in the amount of \$61,389.00.

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

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: _____

A handwritten signature in blue ink, appearing to be "J. Oppelt", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and 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)

**PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND**

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and LUTHERAN COMMUNITY SERVICES NW, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Project Manager: Jenny Oppelt
Contact Phone: (360) 417-2431
Contact Fax: (360) 452-9605

Contractor: Lutheran Community Services NW
2634 S. Francis St
Port Angeles, WA 98362

Phone: 360-452-5437
Fax: 360-406-6444

Contact Person: Lisa Lyon
Program Manager
llyon@lscnw.org

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for Child Check Clallam County Appendix A, Statement of Work and Budget, attached for a maximum consideration of \$61,389.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____, 2021.

**BOARD OF CLALLAM COUNTY
COMMISSIONERS:**

LUTHERAN COMMUNITY SERVICES NW:

Chair, Commissioner Mark Ozias Date

Authorized Signature Date January 15, 2021

ATTEST:

APPROVED AS TO FORM:

Loni Gores, Clerk of the Board

By DPA Alvarez on December 3, 2020

**CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS**

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

- A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.
- B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
- C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.
- D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.
- E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.
- F. **RCW** means the Revised Code of Washington, as now or hereafter amended.
- G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **\$61,389.00**. Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all

records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including 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.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to:

**Clallam County Department of Health and Human Services
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362**

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY BEHAVIORAL HEALTH PROGRAM FUND CONTRACT GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

2. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

- A. **Stop Placement:** The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.
- B. **Additional Remuneration Prohibited:** The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.
- C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

3. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor 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.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

- A. A philosophy of non-tolerance of illegal drug-related activity;
- B. Agency standards of prohibited conduct; and
- C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

- A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contractor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;
2. Be reasonably protected from damage or loss;
3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

- A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.
- B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.
- C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.
- D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.
- E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement 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, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. 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.

Termination for Public Convenience: The County may terminate the Agreement 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 Agreement 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 Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

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 Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

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.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

- A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).
- B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.
- C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:
 - 1. Denial or termination of service; and/or
 - 2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

- A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.
- B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.
- C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

- A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.
- B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.
- C. Claims for damages because of bodily injury or death of any person other than employees.
- D. Claims for damages insured by usual personal injury liability coverage.
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.
4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
Statutory Bodily Injury including Death by Accident or Disease
2. Stop Gap Employers' Liability
\$1,000,000 Bodily Injury including Death by Accident - Each Accident
\$1,000,000 Bodily Injury including Death by Disease - Policy Limit
\$1,000,000 Bodily Injury including Death by Disease – Each Employee
3. General Liability - Bodily Injury, Personal Injury & Property Damage
\$2,000,000 General Aggregate
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal Injury
\$1,000,000 Each Occurrence
4. Automobile Liability
\$1,000,000 Bodily Injury including Death and Property Damage - Per Accident
5. Professional Liability
\$ 2,000,000 Per Occurrence
\$ 2,000,000 Annual Aggregate
or
\$ 1,000,000 Per Occurrence
\$ 3,000,000 Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

Any such policy of insurance the Provider 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 Provider 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 listed County Contact Person within 20 days of the execution of this 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 Contractor 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 Contractor to obtain the full text of that endorsement and forward that 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 Provider and the Provider's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

- A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;
- B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;
- C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;
- D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

- A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.
- B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

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 Contracts Manager 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 Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

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 Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

26. SEVERABILITY

If any term or condition of this Agreement 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 Agreement are declared severable.

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A STATEMENT OF WORK AND BUDGET

Contractor will provide free screening to children between the ages of 18 months and 5 years of age for autism spectrum disorders, developmental delays in motor, speech and cognition, as well as Adverse Childhood Experiences (ACES). Parents and caregivers will receive parental coaching and a packet with information about parenting resources available in the county, specifically parenting classes. Parents and children will be connected to community professionals/services for further evaluation whenever appropriate.

Parent/child coaching (non-clinical) will occur with families in their home to improve parenting and communication skills, address specific behaviors, and reduce family stress through a strength-based, individual family-centered approach. The coach and family will develop a plan together to achieve individual family goals.

Intended outcomes:

- A. Improve parent child relationships through information, coaching and parent's self-reporting.
- B. Increase early intervention for developmental and behavioral problems.
- C. Increase utilization of community parenting resources by parents of young children, as measured by enrollment data for community parenting learning opportunities.
- D. Improve readiness of young children for school.
- E. Parents receive education and information relevant to their child's growth, development, and health.

Objectives:

- A. 300 children screened.
- B. 60 (20%) of parents receive follow-up phone call and in-person parent coaching.
- C. 100% of parents receive relevant educational materials about their child's growth, development, and health and school readiness.
- D. Increased understanding of child growth, behavior, and development.
- E. Increase early identification of social, emotional, behavioral support for children assessed with disorders.
- F. Increased parent/child bonding and relationship.
- G. Increase utilization of parenting programs in Clallam County.
- H. Increase number of children ready and prepared for entry into school.
- I. Increase use of Parent Line's Warm Line.

Salaries will be for the project manager and project assistant positions.

Mileage will be reimbursed based on the current federal rate (\$0.575 per mile).

Maximum consideration for this contract is \$61,389.00.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE

January 1, 2021 – December 31, 2021

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Salaries	\$41,376.00
Benefits	\$10,975.00
Indirect on Salaries	\$4,137.60
Occupancy (Rent/Utilities/Janitorial)	\$1,850.40
Communications (Phone/Internet)	\$1,500.00
Supplies/Printing	\$100.00
Mileage	\$1,450.00
TOTAL	\$61,389.00

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings (if applicable).

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.



AGENDA ITEM SUMMARY

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

2C
1/26/21

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: January 25, 2021**

REGULAR AGENDA ☒ **Meeting Date: January 26, 2021**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-21-OLYSHEL, AMENDMENT#1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is Personal Services Agreement between Clallam County Health and Olympic Community Action Programs for operation of the Social Distancing Center, located at 2140 W. 18th Street, Port Angeles. The Agreement allows Olympic Community Action Programs to provide management and staffing at the Social Distancing Center from January 1, 2021 to May 31, 2021. The compensation shall not exceed \$262,522.00.

The BOCC reviewed and approved the Personal Services Agreement at their December 29, 2020 meeting, but due to budget complexities, Health and Human Services and Olympic Community Action Programs is requesting the budget/payment process to be simplified.

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 Personal Services Agreement.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: January 20, 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)

Agenda Item Summary OlyCAP, Amend#1- Jan 25-2021

Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

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

Name: Olympic Community Action Programs

Address: 823 Commerce Loop
Port Townsend, WA 98368

Phone N^o: (360) 385-2571

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of January 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of May 2021.

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

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: _____

Title: _____

Date: _____, 2021

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
Copies: 5

SCOPE OF WORK

1. Olympic Community Action Programs (OlyCAP) will provide management and staffing at the temporary Recovery Shelter facility (located at 2140 West 18th in Port Angeles) being initiated due to the COVID19 pandemic.
2. Provide personnel to assist with running the Recovery Shelter and to fill non-medical staffing needs.
3. Make case workers available to assess the nonmedical individual needs of Recovery Shelter guests.
4. Submit periodic reports back to Clallam County Health and Human Services (HHS) regarding the status of the Recovery Shelter operations.
 - a. the number of people being sheltered and number of meals served
 - b. the status of supplies
 - c. any problem areas
5. Provide support of facility operations.
6. Provide the necessary training to personnel.
7. Develop (in coordination with HHS) and post Recovery Shelter rules and signage for hygiene.
8. Monitor capacity among unsheltered service providers who are agency partners and refer clients to participating agencies as capacity permits.
9. Coordinate with other local human service providers and volunteers to provide social amenities, as possible.
10. Coordinate with other local community-based organizations, other human service providers, and local businesses to provide basic supplies to individuals who are guests of the Recovery Shelter.
11. Coordinate with partner service providers as needed for behavioral health needs of the guests.
12. Establish procedures for handling medical emergencies (presumably, the local fire department or paramedic services will be the first contact).

BUDGET/FEE SCHEDULE

January 1, 2021 – May 31, 2021

All invoices will be based on actual cost plus Indirect Cost Recovery (ICR).

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. COMPENSATION:** For services rendered, the County shall compensate the Contractor for actual costs incurred, plus ICR, NOT TO EXCEED the following:

Salaries & Benefits	\$231,329
Mileage	\$2,054
ICR	<u>\$29,169</u>
TOTAL NOT TO EXCEED	<u>\$262,522</u>

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: Total Salaries, Total Mileage, Total ICR, as well as copies of timesheets, and a GL Extract showing amounts paid for Salaries and Mileage.

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.

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: 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 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): Weekly

Progress reports shall include, at a minimum, the following: Number of people at Recovery Shelter, number of meals, status of supplies, and any problem areas.

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):.



AGENDA ITEM SUMMARY

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

2d
1/20/21

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** January 25, 2021

REGULAR AGENDA ☒ **Meeting Date:** January 26, 2021

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-21-OPCCSDC, AMENDMENT#1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County is contracting with Olympic Peninsula Community Clinic (OPCC) to provide medical services and case management to the guests of the Social Distancing Center, located at 2140 W. 18th Street. OPCC will provide the following staff; Medical Doctor (at no cost), Medical Assistant (\$26.50/hr), and Lead Case Manager (\$22.90/hr). The term of the contract is from January 1, 2021 through May 31, 2021. The compensation shall not exceed \$12,350.80.

The BOCC reviewed and approved the Personal Agreement at their December 29, 2020 meeting. The amendment is being requested due to a salary increase for the Lead Case Manager.

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?)
Sign Agreement.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: January 20, 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: Olympic Peninsula Community Clinic

Address: 819 Georgiana Street
Port Angeles, WA 98362

Phone N^o: 360-457-4431

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of January 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of May 2021.

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

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: _____

Title: _____

Date: _____, 2021

THIS CONTRACT (IN THE ABSENCE OF CHANGES)
IS A STANDARDIZED CONTRACT PRE-APPROVED
BY THE PROSECUTING ATTORNEY

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

1. Olympic Peninsula Community Clinic (OPCC) will provide medical services and case management services at the Social Distancing Center (located at 2140 West 18th in Port Angeles) initiated due to the COVID19 pandemic.
2. OPCC will provide the following staff
 - a. Medical Doctor (at no cost)
 - b. Medical Assistant (\$26.50/hr)
 - c. Lead Case Manager (\$22.90/hr)
3. OPCC will be on call 24/7 for the staff at the Social Distancing Center to request intake, medical advice, and/or Covid-19 testing
4. Medical Services will be offered to guests at the Social Distancing Center as needed and appropriate with a maximum of 16 hours weekly
5. Case management services will be offered to guests at the Social Distancing Center as needed throughout the weekdays with a maximum of 6 hours weekly.
6. OPCC will submit periodic reports back to Clallam County Health and Human Services (HHS) regarding the services provided
 - a. the number of individuals served
 - b. the services individuals received
7. OPCC will appropriately use personal protective equipment provided at the Social Distancing Center and or by the Clallam County Emergency Operations Center when interacting with other staff and guests

BUDGET/FEE SCHEDULE

January 1, 2021 – May 31, 2021

QUANTITY	SERVICE	RATE	ANTICIPATED HOURS	MAXIMUM ANTICIPATED TOTALS
1	Medical Assistant	\$26.50 per hour	16 hours weekly 22 weeks = 352 hours	\$9,328.00
1	Lead Case Manager	\$22.90 per hour	6 hours weekly 22 weeks = 132 hours	\$3,022.80
TOTAL				\$12,350.80

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>
Medical Assistant	\$26.50
Lead Case Manager	\$22.90

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

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 twelve thousand three hundred-fifty dollars and eighty cents (\$12,350.80) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: 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 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: 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):.



AGENDA ITEM SUMMARY

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

2e
1/24/21

Department:

I.T.

WORK SESSION

☒ Meeting Date: 1/19/21

REGULAR AGENDA

☒ Meeting Date: 1/26/21

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 Grant Reimbursed Purchase

Documents exempt from public disclosure attached: ☐

Executive summary:

Sheriff's department has asked to complete purchase of Grant-reimbursable I.T. equipment. Sheriff's department has completed acquisition of three bids (see attached). Equipment has been reviewed by I.T. department and is approved for purchase. With BOCC approval, I.T. will submit purchase order on Sheriff's behalf. Upon receipt of equipment, I.T. will prepare equipment for use and deployment on the County network.

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 long term impact. Items will be purchased from Sheriff's department budget and Sheriff's department will submit for reimbursement from the Grant.

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

I.T. approves equipment selection and recommends BOCC approve the purchase and sign the attached purchase order.

County Official signature & print name:

A handwritten signature in blue ink, appearing to read "Greg Helwick".
GREG HELWICK, INTERIM I.T. DIRECTOR

Name of Employee/Stakeholder attending meeting: ALICE HOFFMAN OR JOHN KEEGAN

Relevant Departments: I.T. AND SHERIFF

Date submitted: JANUARY 11, 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)

Agenda Item Summary Form.docx

Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



CLALLAM COUNTY

Information Technology Department

223 East Fourth Street, Suite 13 Port Angeles, WA 98362-3015 360.417.2346
Greg Helwick, Interim

01/08/2021

BRITE Computers (044890)

7647 MAIN STREET FISHERS
VICTORIA, NY 14564
SALESINFO@BRITE.COM
Phn: 800-333-0498
Fax: 585-758-0222

P.O.#.....

Budget#...

SRF#.....

Dept.....

For.....

SHER20210108

11068.811.59421.64.0010

N/A

Sheriff

Grant-reimbursed technology
purchase

Grant-reimbursed technology purchase for Sheriff's department. (see quote attached)

Dear Ladies and Gentlemen:

Please place on-order for Clallam County the following:

Mfg Part#	Description	Price	Qty	Extension
GET-SLNTYWASUL	S410 G3 PERFORMANCE CORE i7, 14-INCH WIN 10, 16GB RAM, 256 SSD	3,860.58	10	38,605.80
GET-DFVPGK	S410 GAMER JOHN VEHICLE DOCK	772.66	10	7,726.60
GET-GE-SVSRNEW3Y	SERVICE, GETAC, SEMI-RUGGED (2 SERIES) BUMPER TO BUMPER WARRANTY 3 YEARS	313.59	10	3,135.90

Subtotal: 49,468.30

8.8% Tax: 4,353.21

Shipping: 0.00

Total: 53,821.51

Please apply any additional bid discounts and confirm the availability. **Please bill and ship to the Information Technology Department. Do not ship partial. Please ship complete unless otherwise notified.**

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Helwick".

Greg Helwick, Interim
Information Technology Director

Rich Sill, Interim
Clallam County Administrator

Xc: Alice Hoffman, John Keegan

Brite

7647 Main Street Fishers
Victor, NY 14564
Toll Free: 1-800-333-0498
FAX: 585-758-0222
salesinfo@brite.com



Quote

No. #Q87257
Date 1/4/2021

Bill To:

Clallam County Sheriff's Office
223 E 4th St #12
Port Angeles WA 98362

Ship To:

Clallam County Sheriff's Office
223 E 4th St #12
Port Angeles WA 98362

Quote Expiration Date	Contract Number	Sales Rep	Shipping Via
3/31/2021	* NCPA SYNEX 01-97 *	James Means	

Qty	Item Number	Unit Price	Extended
10	GET-SL4NTYWASULJ S410 G3 Performance - Intel Core i7-8565U Processor 1.8 GHz, 14" With FHD Webcam, Microsoft Windows 10 Pro x64 with 16GB RAM, 256GB SSD (main) + LF / HF RFID, Sunlight Readable (Full HD IPS + Touchscreen) + Discrete VGA GTX-1050, US KBD+US Power cord, Membrane Backlit KBD (RED Light), WIFI + BT + GPS + 4G LTE (EM7511) + Pass-through, 2nd Battery, RS232+VGA Port, w/z 120W AC Adapter, SD Card Reader, 3 Year Limited Warranty	\$3,860.58	\$38,605.80
10	GET-GDVPKG S410 Gamber Johnson Vehicle Dock w/z RF (include 120W vehicle adapter)	\$772.66	\$7,726.60
10	GET-GE-SVSRNFW3Y Service, Getac, Semi Rugged (S Series), Bumper-to-Bumper Warranty, 3, Years	\$313.59	\$3,135.90

*** NCPA CONTRACT FEE \$0.8% ***

Sales Information: James Means 541-361-9166 jmeans@brite.com	SubTotal: \$49,468.30 Tax Total: \$0.00 Total: \$49,468.30
---	--



7647 Main Street Fishers
Victor, NY 14564
Toll Free: 1-800-333-0498
FAX: 585-758-0222
salesinfo@brite.com

Quote

No. #Q87257
Date 1/4/2021

Terms and Conditions

- Agreed upon payment terms: NET 30
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- All services will be invoiced upfront and efforts debited against the units described above.
- All hardware and accessories will be invoiced when shipped.
- All software will be invoiced upon delivery of license.
- All subscriptions will be invoiced when activated.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- Travel costs will be billed separately unless otherwise stated.
- All support is considered manufacturers depot warranty support unless otherwise stated.

Customer Signature

The signature below certifies that I am authorized to purchase the goods and services listed within this quote, have reviewed it for accuracy and the terms and conditions are acceptable.

Signature: _____

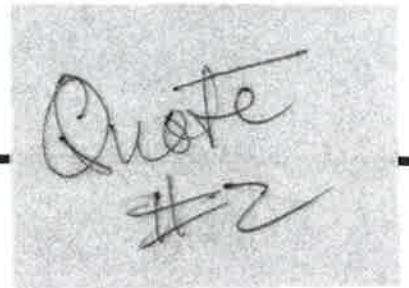
Date: _____

Print Name: _____

Title: _____

Keegan, John

From: Danny Higgins <dannhig@cdwg.com>
Sent: Thursday, January 7, 2021 1:20 PM
To: Danny Higgins
Subject: CDW-G Quote Confirmation: Quote #LVSK561/P.O. Ref. GETAC



Thank you for choosing CDW-G. We have received your quote. | [View in browser](#)

[Hardware](#) [Software](#) [Services](#) [IT Solutions](#) [Brands](#) [Tech Library](#)

Review and Complete Purchase

Chris Clark,

Thank you for considering CDW-G for your technology needs. The details of your quote are below.
If you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Quote #	Quote Date	Quote Reference	Customer #
LVSK561	01/7/2021	GETAC	11742092

IMPORTANT — PLEASE READ:

Account Manager Notes: Thanks!

Quote Details

Item	Qty	CDW #	Unit Price	Ext. Price
 GETAC S410 G3 I7-8565U 256/16 W10P Mfg. Part#: SL4NTYWASULJ Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	10	6385838	\$4,033.00	\$40,330.00

This email was sent by CDW Government LLC. All information and offers are subject to the CDW•G Terms and Conditions, and CDW•G policies.

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This email was sent to dannhig@cdwg.com. Please add cdwsales@cdwemail.com to your address book.

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SPS-QC:001 | SPS 1 | Customer#: 11742092 | SPS7228b8fd-c1b7-4535-86e6-55cee500ccaf



Gerac S410 Gamber Johnson
Vehicle Dock
Mfg. Part#: GDVPGK
Contract: Sourcewell 081419-CDW Tech
Catalog (081419#CDW)

10 4647544 \$750.00 \$7,500.00

Subtotal	\$47,830.00
Sales Tax	\$4,209.04
Grand Total	\$52,039.04

Shipping Details

Shipped To:

Clallam County Sheriffs Dept
223 E 4th St Ste 12, Port Angeles, WA 98362-3000

Phone: (360) 417-2260

Shipping Method DROP SHIP-GROUND

Payment Terms Net 30 Days-Govt State/Local



Sales Contact Info

Danny Higgins | (877) 625-7671 | dannhig@cdwg.com

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Workspace



Security



Support

Need Help?



My Account



Support



Call 800.800.4239

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DuraTech USA, Inc.

Public Safety Technology Integrator

Mailing:

6765 Westminster Bl. #314

Westminster, CA 92683

www.DuraTechUSA.com

Phone # 714-898-2171

FEIN# 20-2777132

**Certified 8(a), SBE #19486, DBE #40914, OCTA# 39991,
CUCP#35922, MBE & WBE, LACounty #128985
LSBE/PPE# 088381, POLB # 250398, METRO# 7881**

Quote #3

QUOTE

Quote #

010621CCSD

Customer Information

Clallam County Sheriff's Dept.

Sgt. John Keegan

223 E. 4th Street, Suite 12

Port Angeles, WA 98362-3015

Rep

Project Delivery Date

Terms

Customer E-mail

2/19/2021

Net 30

JKeegan@co.Clallam.wa.us

Item

Description

Qty

Cost

Total

SL4NTLWASULJ

S410 G3 Performance - Intel Core i7-8565U Processor 1.8 GHz, 14" With FHD Webcam, Microsoft Windows 10 Pro x64 with 16GB RAM, 1TB SSD (main) + LF / HF RFID, Sunlight Readable (Full HD IPS + Touchscreen) + Discrete VGA GTX-1050, US KBD+US Power cord, Membrane Backlit KBD (RED Light), WIFI + BT + GPS + 4G LTE (EM7511) + Pass-through, 2nd Battery, RS232+VGA Port, w/z 120W AC Adapter, SD Card Reader, 3 Year Limited Warranty

1

5,500.77

5,500.77T

Total

Delivery Lead time 4-6 weeks (unless otherwise noted) from date of purchase unless otherwise noted.

Prices are good for 30 days and may be subject to change without notice

**Some Options & Upgrade costs applicable to time of original purchase only

NET 30 Terms for Govt Orders. Due to highly discounted prices quoted, there will be a 3% service charge for any orders placed with a credit card.

Prepaid Company check or bank wire transfer with PO or Net30 OAC. VISA, M/C, American Express Cards Accepted (Discounts not applicable with credit card orders)

All International Orders -Prepaid Wire Transfer (\$30 Wire Fee Applies)

All California purchases require \$5 LCD Disposal Fee per unit & applicable sales taxes

All Customs Fee, Duties & Taxes & shipping costs are the responsibility of purchaser

Please check specifications carefully!

Due to Customization -All Sales are final!

Send Orders to: PO@DuraTechUSA.com

DuraTech USA, Inc.

Public Safety Technology Integrator

Mailing:

6765 Westminster Bl. #314

Westminster, CA 92683

www.DuraTechUSA.com

Phone # 714-898-2171

FEIN# 20-2777132

**Certified 8(a), SBE #19486, DBE #40914, OCTA# 39991,
CUCP#35922, MBE & WBE, LACounty #128985
LSBE/PPE# 088381, POLB # 250398, METRO# 7881**

QUOTE

Date

Quote #

1/6/2021

010621CCSD

Customer Information

Clallam County Sheriff's Dept.

Sgt. John Keegan

223 E. 4th Street, Suite 12

Port Angeles, WA 98362-3015

Rep

Project Delivery Date

Terms

Customer E-mail

2/19/2021

Net 30

JKeegan@co.Clallam.wa.us

Item

Description

Qty

Cost

Total

SL4NTYWASULJ

S410 G3 Performance - Intel Core i7-8565U Processor 1.8 GHz, 14" With FHD Webcam, Microsoft Windows 10 Pro x64 with 16GB RAM, 256GB SSD (main) + LF / HF RFID, Sunlight Readable (Full HD IPS + Touchscreen) + Discrete VGA GTX-1050, US KBD+US Power cord, Membrane Backlit KBD (RED Light), WIFI + BT + GPS + 4G LTE (EM7511) + Pass-through, 2nd Battery, RS232+VGA Port, w/z 120W AC Adapter, SD Card Reader, 3 Year Limited Warranty

1

4,673.04

4,673.04T

GDOFUP

GETAC : S410 - OFFICE DOCK WITH AC ADAPTER (US)

1

299.00

299.00T

GDVPGK

7170-0537KIT: Getac S410 TRI RF dock (7160-0790-03) and 120W Getac power adapter (#17057)

1

841.33

841.33T

Total

Delivery Lead time 4-6 weeks (unless otherwise noted) from date of purchase unless otherwise noted.

Prices are good for 30 days and may be subject to change without notice

**Some Options & Upgrade costs applicable to time of original purchase only

NET 30 Terms for Govt Orders. Due to highly discounted prices quoted, there will be a 3% service charge for any orders placed with a credit card.

Prepaid Company check or bank wire transfer with PO or Net30 OAC. VISA, M/C, American Express Cards Accepted (Discounts not applicable with credit card orders)

All International Orders -Prepaid Wire Transfer (\$30 Wire Fee Applies)

All California purchases require \$5 LCD Disposal Fee per unit & applicable sales taxes

All Customs Fee, Duties & Taxes & shipping costs are the responsibility of purchaser

Please check specifications carefully!

Due to Customization -All Sales are final!

Send Orders to: PO@DuraTechUSA.com

DuraTech USA, Inc.

Public Safety Technology Integrator

Mailing:

6765 Westminster Bl. #314

Westminster, CA 92683

www.DuraTechUSA.com

Phone # 714-898-2171

FEIN# 20-2777132

**Certified 8(a), SBE #19486, DBE #40914, OCTA# 39991,
CUCP#35922, MBE & WBE, LACounty #128985
LSBE/PPE# 088381, POLB # 250398, METRO# 7881**

QUOTE

Date

Quote #

1/6/2021

010621CCSD

Customer Information

Clallam County Sheriff's Dept.
Sgt. John Keegan
223 E. 4th Street, Suite 12
Port Angeles, WA 98362-3015

Rep

Project Delivery Date

Terms

Customer E-mail

2/19/2021

Net 30

JKeegan@co.Clallam.wa.us

Item	Description	Qty	Cost	Total
590GBL000241	Airgain-AP-GTC-MMF-CWG-Q-WH-19, Cell/LTE, WiFi, GNSS, 19ft coax, color white, new form factor (Threaded bolt) OPTIONAL EXTENDED WARRANTIES:	1	158.91	158.91T
GE-SVSREXT1Y	Service, Getac, Semi Rugged (S Series), Extended Warranty, 1, Years	1	179.00	179.00T
GE-SVSREXT2Y	Service, Getac, Semi Rugged (S Series), Extended Warranty, 2, Years (Year 1 & 2)	1	299.00	299.00T
GE-SVSRNFW3YGE-SV...	Bumper to Bumper - Semi-Rug Laptop (Year 1,2 & 3)	1	359.00	359.00T
GE-SVSRNFX4Y	Service, Getac, Semi Rugged (S Series), Bumper-to-Bumper+Extended Warranty, 4, Years (Year 1,2,3 & 4)	1	799.00	799.00T
GE-SVSRNFX5Y	Getac (Bumper to Bumper) + Extended Warranty - Semi Rug Laptop (Year 1,2,3,4 & 5)	1	1,099.00	1,099.00T
4-6 Weeks ARO	4-6 Weeks After Receipt of Order		0.00	0.00T
Shipping	NOTE: DIRECT SIGNATURE REQUIRED ON ALL ORDERS	1	0.00	0.00
	Out-of-state sale, exempt from sales tax		0.00%	0.00
			Total	\$14,208.05

Delivery Lead time 4-6 weeks (unless otherwise noted) from date of purchase unless otherwise noted.

Prices are good for 30 days and may be subject to change without notice

***Some Options & Upgrade costs applicable to time of original purchase only

NET 30 Terms for Govt Orders. Due to highly discounted prices quoted, there will be a 3% service charge for any orders placed with a credit card.

Prepaid Company check or bank wire transfer with PO or Net30 OAC, VISA, M/C, American Express Cards Accepted (Discounts not applicable with credit card orders)

All International Orders -Prepaid Wire Transfer (\$30 Wire Fee Applies)

All California purchases require \$5 LCD Disposal Fee per unit & applicable sales taxes

All Customs Fee, Duties & Taxes & shipping costs are the responsibility of purchaser

Please check specifications carefully!

Due to Customization -All Sales are final!

Send Orders to: PO@DuraTechUSA.com



AGENDA ITEM SUMMARY

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

3a
1/26/21

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1/19/21**

REGULAR AGENDA ☒ **Meeting Date: 1/26/21**

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 |

Documents exempt from public disclosure attached: ☐

Executive summary:

Resolution Supporting Quillayute Valley School District Levy.
Quillayute Valley School District will be placing a levy on the ballot for a February special election. BOCC will be reviewing a resolution for Proposition 1 in support of this levy.

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?)

Reviewing and recommending approval of a resolution in support of Quillayute Valley School District Levy.

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: January 13, 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)



RESOLUTION _____, 2021

ESTABLISHING A POSITION IN SUPPORT OF PROPOSITION 1
QUILLAYUTE VALLEY SCHOOL DISTRICT 402 REPLACEMENT EDUCATIONAL
PROGRAMS AND OPERATION LEVY (RESOLUTION 03-2020/21)

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 42.17A.555 permits the members of an elected legislative body to express a collective decision to support a ballot proposition.
2. The Clallam County Board of Commissioners has complied with the procedural requirements of that statute and wishes to express a collective decision in support of a ballot proposition.
3. The Quillayute Valley School District 402 has placed a replacement educational programs and operation levy on the ballot which is necessary to maintain the high academic and activity standards of the District.
4. Under Washington State's system of financing education, the levy currently provides about 13 percent of the District's operating budget and helps support the local community's share of the cost of providing a quality education for our children; the state and federal dollars provide only 87 percent of the total cost.
5. The estimated levy rate for 2022 is \$1.25 per \$1,000 of assessed property valuation.
6. A property tax exemption is available for qualifying seniors and low-income homeowners.

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

1. Establish a position in support of Proposition 1 – Quillayute Valley School District 402 replacement maintenance and operation levy (Resolution 03-2020/21) for the 2022-2025 school years.

PASSED AND ADOPTED this twenty-sixth day of January, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, Clerk of the Board

c: Quillayute Valley School

QUILLAYUTE VALLEY SCHOOL DISTRICT NO. 402
CLALLAM AND JEFFERSON COUNTIES, WASHINGTON

REPLACEMENT EDUCATIONAL PROGRAMS AND OPERATION LEVY

RESOLUTION NO. 03-2020/21

A RESOLUTION of the Board of Directors of Quillayute Valley School District No. 402, Clallam and Jefferson Counties, Washington, providing for the submission to the voters of the District at a special election to be held on February 9, 2021, of a proposition authorizing an excess tax levy to be made annually for four years commencing in 2021 for collection in 2022 of \$714,304, in 2022 for collection in 2023 of \$714,304, in 2023 for collection in 2024 of \$714,304, and in 2024 for collection in 2025 of \$714,304, for the District's General Fund to pay expenses of educational programs and operation; designating the Secretary to the Board and special counsel to receive notice of the ballot title from the Auditor of Clallam County, Washington; and providing for other matters properly related thereto.

ADOPTED: NOVEMBER 23, 2020

This document prepared by:

*FOSTER GARVEY P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-5339*

QUILLAYUTE VALLEY SCHOOL DISTRICT NO. 402
CLALLAM AND JEFFERSON COUNTIES, WASHINGTON

RESOLUTION NO. 03-2020/21

A RESOLUTION of the Board of Directors of Quillayute Valley School District No. 402, Clallam and Jefferson Counties, Washington, providing for the submission to the voters of the District at a special election to be held on February 9, 2021, of a proposition authorizing an excess tax levy to be made annually for four years commencing in 2021 for collection in 2022 of \$714,304, in 2022 for collection in 2023 of \$714,304, in 2023 for collection in 2024 of \$714,304, and in 2024 for collection in 2025 of \$714,304, for the District's General Fund to pay expenses of educational programs and operation; designating the Secretary to the Board and special counsel to receive notice of the ballot title from the Auditor of Clallam County, Washington; and providing for other matters properly related thereto.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF QUILLAYUTE VALLEY SCHOOL DISTRICT NO. 402, CLALLAM AND JEFFERSON COUNTIES, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Quillayute Valley School District No. 402, Clallam and Jefferson Counties, Washington (the "District"), takes note of the following facts and makes the following findings and determinations:

(a) Calendar year 2021 is the last year of collection of the District's current four-year General Fund maintenance and operation tax levy, which was authorized pursuant to Resolution No. 04-16/17, adopted by the Board on December 13, 2016, and approved by the voters at a special election held and conducted within the District on February 14, 2017.

(b) With the expiration of the District's current four-year General Fund maintenance and operation tax levy, it appears certain that the money in the District's General Fund for the school years 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026 will be insufficient to permit the District to meet the educational needs of its students and pay expenses of educational programs and operation support not funded by the State of Washington (the "State"), all as more particularly set forth in Section 3 of this resolution, during such school years, and that it is necessary that a replacement excess tax levy of \$714,304 be made in 2021 for collection in 2022, \$714,304 be made in 2022 for collection in 2023, \$714,304 be made in 2023 for collection in 2024, and \$714,304 be made in 2024 for collection in 2025 for the District's General Fund to provide the money required to meet those expenses.

(c) The District's proposed four-year General Fund educational programs and operation tax levy authorized in this resolution provides for approximately the same educational programs and operation purposes as the District's expiring four-year General Fund maintenance and operation tax levy.

(d) Pursuant to Article VII, Section 2(a) of the Washington Constitution and Revised Code of Washington (“RCW”) 84.52.053, the District may submit to its voters at a special election, for their approval or rejection, a proposition authorizing the District to levy annual excess property taxes for support of the District’s educational programs and operation expenses.

(e) The District has received approval of its educational programs and operation tax levy expenditure plan from the Office of the Superintendent of Public Instruction under RCW 28A.505.240 as required by RCW 84.52.053(4), a copy of which is on file with the District.

Section 2. Calling of Election. The Auditor of Clallam County, Washington, as *ex officio* Supervisor of Elections (the “Auditor”), and the proper officer of the county to which the District belongs pursuant to chapter 28A.323 RCW, is requested to call and conduct a special election in the manner provided by law to be held in the District on February 9, 2021, for the purpose of submitting to the District’s voters, for their approval or rejection, the proposition authorizing a replacement General Fund educational programs and operation tax levy on all of the taxable property within the District (the assessed value of such representing 100% of true and fair value unless specifically provided otherwise by law) to be made annually for four years commencing in 2021 for collection in 2022 of \$714,304, the estimated dollar rate of tax levy required to produce such an amount being \$1.25 per \$1,000 of assessed value, in 2022 for collection in 2023 of \$714,304, the estimated dollar rate of tax levy required to produce such an amount being \$1.22 per \$1,000 of assessed value, in 2023 for collection in 2024 of \$714,304, the estimated dollar rate of tax levy required to produce such an amount being \$1.19 per \$1,000 of assessed value, and in 2024 for collection in 2025 of \$714,304, the estimated dollar rate of tax levy required to produce such an amount being \$1.16 per \$1,000 of assessed value, all in excess of the maximum tax levy specified by law for school districts without voter approval. The exact tax levy rate and amount to be collected may be adjusted based upon the actual assessed value of the taxable property within the District and the limitations imposed by law at the time of the tax levy.

Section 3. Use of Taxes. If the proposition authorized by this resolution is approved by the requisite number of voters, the District will be authorized to levy the excess property taxes up to the amounts provided in this resolution to meet the educational needs of its students and pay expenses of educational programs and operation support not funded by the State during the school years 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026, all as may be authorized by law and determined necessary by the Board. Pending the receipt of those taxes, the District may issue short-term obligations pursuant to chapter 39.50 RCW or contract indebtedness pursuant to RCW 28A.530.080. Upon receipt, the District may use those taxes to repay such short-term obligations or indebtedness, all as may be authorized by law and determined necessary and advisable by the Board.

[Remainder of page intentionally left blank]

Section 4. Form of Ballot Title. Pursuant to RCW 29A.36.071, the Clallam County Prosecuting Attorney, as the county prosecuting attorney of the county within which the majority area of the District is located, is requested to prepare the concise description of the aforesaid proposition for the ballot title in substantially the following form:

PROPOSITION 1

QUILLAYUTE VALLEY SCHOOL DISTRICT NO. 402

REPLACEMENT EDUCATIONAL PROGRAMS AND OPERATION LEVY

The Board of Directors of Quillayute Valley School District No. 402 adopted Resolution No. 03-2020/21, concerning a proposition for a replacement levy for education. This proposition would authorize the District to meet the educational needs of its students by levying the following excess taxes, in place of an expiring levy, on all taxable property within the District, for support of the District's educational programs and operation expenses not funded by the State:

<u>Collection Year</u>	<u>Estimated Levy Rate/\$1,000 Assessed Value</u>	<u>Levy Amount</u>
2022	\$1.25	\$714,304
2023	\$1.22	\$714,304
2024	\$1.19	\$714,304
2025	\$1.16	\$714,304

all as provided in Resolution No. 03-2020/21. Should this proposition be approved?

LEVY . . . YES ☐

LEVY . . . NO ☐

Section 5. Authorization to Deliver Resolution to Auditor and Perform Other Necessary Duties. The Secretary to the Board (the "Secretary") or the Secretary's designee is directed to: (a) present a certified copy of this resolution to the Auditor and the Auditor of Jefferson County, Washington, no later than December 11, 2020; and (b) perform such other duties as are necessary or required by law to submit to the District's voters at the aforesaid special election, for their approval or rejection, the proposition authorizing the District to levy excess property taxes for support of the District's educational programs and operation expenses.

Section 6. Notices Relating to Ballot Title. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Board hereby designates (a) the Secretary (Diana C. Reaume), telephone: 360.374.6262 (ext. 350); email: diana.reaume@qvschools.org; and (b) special counsel, Foster Garvey P.C. (Jim McNeill), telephone: 206.447.5339; email: jim.mcneill@foster.com, as the individuals to whom the Auditor and the Auditor of Jefferson County, Washington, shall provide such notice. The Secretary is authorized to approve changes to the ballot title, if any, determined necessary by the Auditor or the Clallam County Prosecuting Attorney.

Section 7. General Authorization and Ratification. The Secretary, the District's Director of Finance, the President of the Board, other appropriate officers of the District and special counsel, Foster Garvey P.C., are severally authorized and directed to take such actions and to execute such documents as in their judgment may be necessary or desirable to effectuate the provisions of this resolution. All actions taken prior to the effective date of this resolution in furtherance of and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

Section 8. Severability. If any provision of this resolution is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, or of the levy or collection of excess property taxes authorized herein.

Section 9. Effective Date. This resolution takes effect from and after its adoption.

ADOPTED by the Board of Directors of Quillayute Valley School District No. 402, Clallam and Jefferson Counties, Washington, at a regular open public meeting held this 23rd day of November, 2020, the following Directors being present and voting in favor of the resolution.

QUILLAYUTE VALLEY SCHOOL DISTRICT NO. 402
CLALLAM AND JEFFERSON COUNTIES,
WASHINGTON

President and Director

Vice President and Director

Director

Director

Director

ATTEST:

DIANA C. REAUME
Secretary to the Board of Directors

CERTIFICATION

I, DIANA C. REAUME, Secretary to the Board of Directors of Quillayute Valley School District No. 402, Clallam and Jefferson Counties, Washington (the "District"), hereby certify as follows:

1. The foregoing Resolution No. 03-2020/21 (the "Resolution") is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Directors of the District (the "Board") held on November 23, 2020 (the "Meeting"), as that Resolution appears on the minute book of the District, and the Resolution is now in full force and effect;

2. Pursuant to various proclamations and orders issued by the Governor of the State of Washington, (a) the Meeting was not conducted in person and (b) options were provided for the public to attend the Meeting remotely, including by telephonic access and, as available, internet access, which options provided the ability for all persons attending the Meeting remotely to hear each other at the same time; and

3. The Meeting was duly convened and held in all respects in accordance with law, the public was notified of the access options for remote attendance, a quorum was present throughout the meeting through telephonic and/or internet means of remote access, and a sufficient number of members of the Board so present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of November, 2020.

QUILLAYUTE VALLEY SCHOOL DISTRICT NO. 402
CLALLAM AND JEFFERSON COUNTIES,
WASHINGTON

DIANA C. REAUME
Secretary to the Board of Directors



AGENDA ITEM SUMMARY

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

3b
1/26/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 1/19/21

REGULAR AGENDA ☒ Meeting Date: 1/26/21

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 |

Documents exempt from public disclosure attached: ☐

Executive summary:

Two resolutions supporting Sequim School Levies:

Sequim School District will be placing levies on the ballot for a February special election. BOCC will be reviewing two resolutions for Proposition 1 and 2 in support for these levies.

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?)

Reviewing and recommending approval of two resolutions for Proposition 1 and 2 in support of Sequim School Levies.

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: January 13, 2021

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

Sequim School District levies Prop 1 and 2.docx

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

Revised: 3-04-2019



RESOLUTION _____, 2021

ESTABLISHING A POSITION IN SUPPORT OF PROPOSITION 1
SEQUIM SCHOOL DISTRICT 323 REPLACEMENT EDUCATIONAL PROGRAMS AND
OPERATION LEVY (RESOLUTION 02-2020/2021)

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 42.17A.555 permits the members of an elected legislative body to express a collective decision to support a ballot proposition.
2. The Clallam County Board of Commissioners has complied with the procedural requirements of that statute and wishes to express a collective decision in support of a ballot proposition.
3. The Sequim School District 323 has placed a 4 year replacement educational programs and operation levy on the ballot which is necessary to maintain the high academic and activity standards of the District.
4. Under Washington State's system of financing education, the levy currently provides about 17 percent of the District's operating budget and helps support the local community's share of the cost of providing a quality education for our children.
5. The estimated levy rate for 2022 is \$1.23 per \$1,000 of assessed property valuation; a slight decrease from the existing rate of \$1.29 per \$1,000 valuation.
6. A property tax exemption is available for qualifying seniors and low-income homeowners.

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

1. Establish a position in support of Proposition 1 – Sequim School District 323 replacement educational programs and operations levy (Resolution 02-2020/2021) for the 2022-2025 school years.

PASSED AND ADOPTED this twenty-sixth day of January, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, Clerk of the Board

c: Sequim School District



RESOLUTION , 2021

ESTABLISHING A POSITION IN SUPPORT OF PROPOSITION 2
SEQUIM SCHOOL DISTRICT 323 CAPITAL PROJECTS LEVY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 42.17A.555 permits the members of an elected legislative body to express a collective decision to support a ballot proposition.
2. The Clallam County Board of Commissioners has complied with the procedural requirements of that statute and wishes to express a collective decision in support of a ballot proposition.
3. The Sequim School District 323 has placed a 4-year capital projects levy on the ballot for repurposing school buildings, and for critical safety and technology infrastructure repairs and replacements. The levy would replace aging roofs, modernize science classrooms, upgrade utility connections, upgrade phone and network systems, and improve security throughout the district facilities.
4. The estimated levy rate for 2022 is \$0.63, 2023 is \$0.63, 2024 is \$0.63 and 2025 is \$0.63 per \$1,000 of assessed property valuation.
5. A property tax exemption is available for qualifying seniors and low-income homeowners.

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

1. Establish a position in support of Proposition 2 – Sequim School District 323 capital projects levy (Resolution 03-2020/2021) for the 2022-2025 school years.

PASSED AND ADOPTED this twenty-sixth day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

c: Sequim School District



AGENDA ITEM SUMMARY

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

3C
1/26/21

Department: Treasurer

WORK SESSION ☒ **Meeting Date:** 1/19/2021

REGULAR AGENDA ☒ **Meeting Date:** 1/26/2021

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

RCW 84.56.240 states: "If the county treasurer is unable, for the want of goods or chattels whereupon to levy, to collect by distress or otherwise, the taxes, or any part thereof, which may have been assessed upon the personal property of any person or corporation, or an executor or administrator, guardian, receiver, accounting officer, agent or factor, the treasurer shall file with the county legislative authority, on the first day of February following, a list of such taxes, with an affidavit of the treasurer or of the deputy treasurer entrusted with the collection of the taxes, stating that the treasurer had made diligent search and inquiry for goods and chattels wherewith to make such taxes, and was unable to make or collect the same. The county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected."

As indicated in the attached affidavit, the Treasurer's office has diligently sought to collect the taxes reflected in the attached list.

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

All these taxes were due in prior years and cancelling them does not impact the current year budget.

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

That the BOCC cancel the taxes reflected on the attached list.

County Official signature & print name: *Teresa Marchi* Teresa Marchi, Treasurer

Name of Employee/Stakeholder attending meeting: Jennifer White, Deputy Treasurer

Relevant Departments: Treasurer

Date submitted: January 11, 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 Treasurer's Office

Teresa Marchi, Treasurer

223 E 4th St, Suite 3

Port Angeles, WA 98362

Phone: (360) 417-2344 / Fax: (360) 417-2252

web_treasurer@co.clallam.wa.us

AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAXES

I hereby declare as follows:

1. I am the Deputy Treasurer entrusted with the collection of personal property taxes.
2. The Treasurer's office has made diligent search and inquiry for goods and chattels wherewith to make such personal property taxes as outlined in the attached list, consisting of the following:
 - The personal property which is the basis for the taxes cannot be located, and:
 - Multiple letters and notices were sent; and
 - The taxes were incurred by a corporate or limited liability entity, which is now inactive, or
 - The taxes were incurred by a sole proprietor, who cannot be located, or who has moved out of state, and/or who has no real property against which to attach a lien, or
 - The cost to collect is starting to exceed the amount owed.
3. Despite such diligent efforts, the Treasurer's office has been unable to make or collect the same.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated January 11, 2021.



Mary Orsborn, Deputy Treasurer

January 2021
Clallam County Treasurer's Office requests that the following Personal Property Taxes be cancelled.

Year	Number	Name	Base Amount*	Taxing District	Type	Reason for Cancellation	
Personal Property Accounts							
2018	46955	Lisa Delguzzi & Rian Anderson	\$ 477.67	10	IOLL	Building deconstructed and moved to exempt in 2018	
2019	46955	Lisa Delguzzi & Rian Anderson	\$ 788.10	10	IOLL		
2019	70626	Cornerhouse Restaurant and Lounge	\$ 328.61	10	COMM	Restaurant demolished, cannot locate equipment	
2020	70626	Cornerhouse Restaurant and Lounge	\$ 588.94	10	COMM		
2020	78246	The Downtown Hotel	\$ 44.92	10	COMM	Hotel demolished, business closed	
		Total to be Cancelled	\$ 2,228.24	Collection Fees, Penalty & Interest - NOT INCLUDED			



RESOLUTION _____, 2021

CANCELING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to the requirement of RCW 84.56.240, the Treasurer submitted a list of personal property taxes the Treasurer's Office has been unable to collect, together with an affidavit of the Deputy Treasurer outlining the diligent efforts that were made to collect the same.
2. Based on the information provided, the Board of County Commissioners is satisfied that the personal property taxes included in the submitted list cannot be collected.
3. The Board of County Commissioners is further satisfied that Treasurer Marchi is diligently and aggressively pursuing the collection of personal property taxes, and specifically finds that she is not willfully refusing or neglecting to collect personal property taxes.
4. Pursuant to RCW 84.56.240, the county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected.

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

1. That Treasurer Marchi is diligently and aggressively pursuing the collection of personal property taxes.
2. That the personal property taxes outlined in the attached list is canceled as uncollectible.

PASSED AND ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

3d
1/24/21

Department: Human Resources

WORK SESSION ☒ Meeting Date: 1/19/2021

REGULAR AGENDA ☒ Meeting Date: 1/26/2021

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 |

Documents exempt from public disclosure attached: ☐

Executive summary:

The County has established a HRA/VEBA Plan for the benefit of County Officials, Charter Exempt and all non-represented employees in which the County makes a monthly contribution. Plan provisions also provide for specified tax free separation and retirement cash-outs into the HRA/VEBA Plan at percentages determined by employee group input. The cash out categories of sick-leave and vacation leave time have been identified and proposed for approval by the BOCC.

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?** ☐

Cash-out hours subject to HRA/VEBA disbursement reduce County Social Security liability by 6.2% and Medicare liability by 1.45% on the dollar.

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

That the BOCC approve the non-represented employee cash-out provision of HRA/VEBA at the recommended levels.

County Official signature & print name:  Rich Sill

Name of Employee/Stakeholder attending meeting: _____ Rich Sill

Relevant Departments: All Departments

Date submitted: 1/12/2021

- * 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)

Agenda Item Summary HRAVEBA.docx
Revised: 3-04-2019



RESOLUTION _____, 2021

AMENDMENT OF HRA\VEBA FOR COUNTY OFFICIALS, CHARTER EXEMPT
AND ALL NON-REPRESENTED EMPLOYEES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County maintains a compensation plan to provide for equitable pay for its employees. The compensation plan includes, but is not limited to classification descriptions, salary schedules, labor agreements, and resolutions establishing salary and benefits. The County Administrator, in consultation with the Director, is responsible to administer the compensation plan (County Policy 220 Classification, Work Hours and Compensation, Section .20 Compensation).
2. County Officials, Charter Exempt and all Non-Represented employees shall receive the medical benefit plan consisting of medical, dental and vision insurance as may be selected and approved by the County Commissioners.(County Policy 225 Employee Benefits, Section .72 Medical Benefits).
3. The County has established a HRA VEBA Plan for the benefit of employee groups who elect to participate. The HRA VEBA is subject to the provisions of IRC Section 501(c)(9) and allows participants to reimburse eligible out-of-pocket medical expenses in a tax-free status. Subject to the Voluntary Employees' Beneficiary Association for Public Employees in the Northwest, funds are held in trust for participants and each participating employee group establishes the parameters of their group plan.

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

1. Hereby approves the HRA VEBA provision of sick leave and vacation leave cash-out rights to County Officials, Charter Exempt and all Non-Represented employees up to the limits established per Clallam County policy 220 Classification, Work Hours and Compensation, Section .44 Compensation Upon Termination), upon separation from service or retirement in the listed designated amounts towards the medical benefits of County Officials, Charter Exempt and all Non-represented employees via the previously established and approved HRA VEBA plan.

Sick Leave cash-out	100%
Vacation Leave cash-out	50%

2. Hereby further directs any further cash-out election percentages for Sick Leave and Vacation accrued hours be based on future employee input that can be evaluated again for further direction as the result of a review by administration for recommendation to the Board.

PASSED AND ADOPTED this twenty-sixth day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

3e
1/26/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 01-19-21

REGULAR AGENDA ☒ Meeting Date: 01-26-21

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:

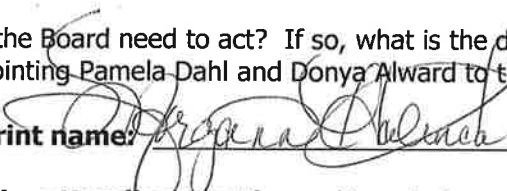
Vacancies exist on the Lodging Tax Advisory Committee due to the addition of positions and a resignation. A press release was issued during the month of November 2020 soliciting applications from interested citizens. Two applications were received.

Commissioner Johnson reviewed the applications submitted and forwarded his recommendations to the Board of Commissioners to appoint Pamela Dahl and Donya Alward to the Lodging Tax Advisory Committee.

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

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution appointing Pamela Dahl and Donya Alward to the Lodging Tax Advisory Committee.

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

Name of Employee/Stakeholder attending meeting: Commissioner Johnson

Relevant Departments: BOCC

Date submitted: 01-13-21

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

Appointing Pamela Dahl and Donya Alward 01-26-21

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

Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING MEMBERS TO THE
LODGING TAX ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Lodging Tax Advisory Committee due to the addition of positions and a resignation.
2. A press release was issued during the month of November 2020 soliciting applications from interested citizens. Two applications were received.
3. Commissioner Johnson reviewed the applications submitted and forwarded his recommendations to the Board of Commissioners to appoint Pamela Dahl and Donya Alward to the Lodging Tax Advisory Committee.

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

1. **Pamela Dahl** is appointed to the category representing a collector of tax for a term expiring December 31, 2022.
2. **Donya Alward** is appointed to the category representing a collector of tax for a term expiring December 31, 2021.

PASSED AND ADOPTED this twenty-sixth of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach

cc: A22.161
Appointee (s)
BOCC



AGENDA ITEM SUMMARY

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

3f
1/26/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 01-19-21

REGULAR AGENDA ☒ Meeting Date: 01-26-21

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:

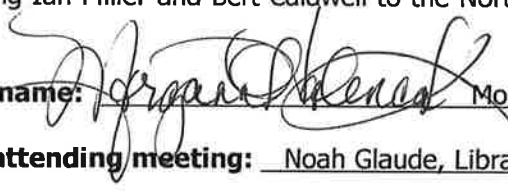
Vacancies exist on the North Olympic Library System Board of Trustees due to resignations. A notice of the vacancies was issued to the press in November 2020 in order for interested citizens to apply for appointment. Two applications were received.

The Executive Director of the North Olympic Library System reviewed the applications and endorses the appointments of Ian Miller and Bert Caldwell to the North Olympic Library System Board of Trustees.

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 Ian Miller and Bert Caldwell to the North Olympic Library System Board of Trustees.

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

Name of Employee/Stakeholder attending meeting: Noah Glaude, Library Director

Relevant Departments: NOLS/BOCC

Date submitted: 01-13-21

* 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 Ian Miller and Bert Caldwell 01-26-21

Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING MEMBERS TO THE
NORTH OLYMPIC LIBRARY SYSTEM BOARD OF TRUSTEES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the North Olympic Library System Board of Trustees due to resignations.
2. A notice of the vacancies was issued to the press in November 2020 in order for interested citizens to apply for appointment. Two applications were received.
3. The Executive Director of the North Olympic Library System reviewed the applications and endorses the appointments of Ian Miller and Bert Caldwell to the North Olympic Library System Board of Trustees.

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

1. **Ian Miller** is appointed for a term ending December 31, 2025.
2. **Bert Caldwell** is appointed for a term ending December 31, 2022.

PASSED AND ADOPTED this twenty-sixth day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

c: A22,165
Appointee (s)
NOLS

49
1/26/21



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 1/26/21

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on January 26, 2021

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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?** ☐

Public Works - Bullman Beach Water System – \$44,520

Superior Court - \$35,061

Sheriff – Operations - \$54, 501

Sheriff – Emergency Services – \$14,280

Juvenile Services – \$14,564

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

Approve the attached notice of supplemental appropriations.

County Official signature & print name: Morgann Halencak

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: January 6, 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)



BUDGET RESOLUTION _____, 2021

ADOPTING A SUPPLEMENTAL BUDGET FOR DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, in open, public meeting, after proper notice, the following facts create a need for the Supplemental Budget Appropriations listed below:

Public Works - Bullman Beach Water System – Additional funding from the Bullman Beach Water Association and projected water system user fee revenues/\$44,520

Superior Court - Salish Behavioral Health Organization contract renewal for Criminal Justice Treatment Account funds for the betterment of therapeutic courts/\$35,061

Sheriff – Operations - Additional funding from FY20 Department of Justice Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program Grant for reimbursement of equipment and personal protective equipment costs associated with COVID-19 and other coronavirus events/\$54, 501

Sheriff – Emergency Services – Additional funding from FY20 Washington State Military Department Supplemental Funding for reimbursement of equipment and printing costs associated with COVID-19/\$14,280

Juvenile Services – Additional funding from VOCA to recruit, support and train Child Advocates/Guardian Ad Litem/\$14,564

2. The Budget Director has verified the accounting method for the supplemental appropriations and approved it by numbering and initialing the attached *Budget Change Forms*.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the Supplemental Budget Appropriations for unanticipated state or federal funds shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this twenty-sixth day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, Clerk of the Board

c: Budget Director
Treasurer
Affected Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/04/2021 ✓

Budget Hearing/Meeting Date: 1/26/2021 ✓

- X ✓ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	43401.611 ✓	Budget Name	Bullman Beach Water System
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	Bullman Beach Water System ✓	36991.00.0010 ✓	Miscellaneous Revenue	44,520
Total				44,520 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	Bullman Beach Water System ✓	50800.00.0000	Ending Fund Balance	44,520
Total				44,520 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding consists of an estimated \$30,000 to be transferred into this fund from the Bullman Beach Water Association, and \$14,520 of projected water system user fee revenues.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

A handwritten signature in black ink, appearing to be "J. Cook", written over a set of horizontal lines.

CLALLAM COUNTY BUDGET CHANGE FORM

1/26/2021



Date Submitted: 1/04/21 ✓ Budget Hearing/Meeting Date:

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.861 ✓	Budget Name	Superior Court ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court ✓	33700.00.0040 ✓	SBHO Criminal Justice Treatment Account (CJTA)	\$35,061.00
Total				\$35,061.00 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court ✓	56692.49.0083 ✓	Recovery Support Services	\$32,561.00
00100.861 ✓	Superior Court ✓	56692.35.5500 ✓	Information Technology Equipment	\$2,500.00
Total				\$35,061.00 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Superior Court has entered into a contract renewal with the Salish Behavioral Health Organization for Criminal Justice Treatment Account (CJTA) funds set aside by the State of Washington for the betterment of therapeutic courts. This contract renewal period is from January 1, 2021, through December 31, 2021, in the total amount of \$196,106.00 to be split between (5) entities with the agreement that \$20,800.00 will be set aside for in-jail service leaving a balance of \$175,306.00 to be distributed equally to each of the (5 entities) in the amount of \$35,061.00 each. The County approved this contract on 12/01/20 and we are asking that these funds be entered into our 2021 Budget for use.

 County Official Approval: [Signature]
 (Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

 [Signature]
 6



1/5/2021

Budget Hearing/Meeting Date: 01/26/2021

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or revisions within departments
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.811✓	Budget Name	Sheriff - Operations
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BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Operations	33116.03.4000 ✓	COVID Emergency Supplemental Funding Grant	\$ 54,501
				\$ 54,501

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓ <i>a. 2</i>	Sheriff -Operations✓ <i>b. 6</i>	59421.64.0010 ✓	Machinery and Equipment	\$ 36,895
		52123.10.0010 ✓	Regular Time	\$ 916
00100.293 ✓	General Fund Reserves✓	50800.00.0000 ✓	Ending Fund Balance	\$ 16,690
				\$ 54,501 ✓

REASON FOR BUDGET ACTION:

Receipt of Department of Justice Bureau of Justice Assistance FY20 Coronavirus Emergency Supplemental Funding Program Grant #2020-VD-BX-1581 awarded in FY2020 for reimbursement of equipment and personal protective equipment costs associated with law enforcement response to the COVID19 and other coronavirus events. \$37,811 is the remainder of the funding that was not spent in FY2020. \$16,690 was spent but not reimbursed until FY2021.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

JAN 05 2021

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CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 01/06/2021

Budget Hearing/Meeting Date: 01/26/2021

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or revisions within departments
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.

00100.817 ✓

Budget Name

Sheriff – Emergency Services ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services ✓	33397.04.2040 ✓	Homeland Security COVID19 Emergency Mgmt	\$ 14,280
				\$ 14,280 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services ✓	52510.31.0020 ✓	Operating Supplies	\$ 11,780
		52510.49.0030 ✓	Printing and Binding	\$ 2,500
				\$ 14,280 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Amount of Washington State Military Department EMPG COVID-19 Supplemental Funding grant #E20-239 awarded in FY2020 for reimbursement of equipment and printing costs associated with the COVID-19 event that will be spent in FY2021.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. COMMISSION

JAN 05 2021

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



Date Submitted: 01/05/2021 ✓ Budget Hearing/Meeting Date: 01/26/2021 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	C0100.851 ✓	Budget Name	Juvenile Services ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.851 ✓	Juvenile Services ✓	33316.57.5010 ✓	Crime Victim Advocacy Pass Thru	14,564
Total				14,564 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.851 ✓	Juvenile Services ✓	52760.41.4410 ✓	Advertising	6,112
00100.293. ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	8,452
Total				14,564 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The VOCA grant funds will be used to recruit, support and train Child Advocates/Guardian Ad Litem.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

John Jacobson

[Signature]



AGENDA ITEM SUMMARY

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

H1
1/26/21

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 1/26/21

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on January 26, 2021

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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?** ☐

General Funds Reserve - \$75,000

Public Works – Bullman Beach Water System - \$75,000

Park & Facilities – REET - \$70,000

Public Works – Clallam Bay/Seki Sewer - \$70,000

Sheriff – Jail Medical – \$19,219

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

Approve the attached notice of debatable emergencies.

County Official signature & print name:  Morgann Halencak

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: January 6, 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)



BUDGET RESOLUTION _____, 2021

ADOPTING BUDGET EMERGENCIES FOR THE DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, after a public hearing on January 26, the following constitute public emergencies, which could not reasonably have been foreseen at the time of budget preparation:

General Funds Reserve – Funding for Bullman Beach Water System operating, maintenance, administration and pre-engineering assessment costs /\$75,000

Public Works - Bullman Beach Water System - Funding for Bullman Beach Water System operating, maintenance, administration and pre-engineering assessment costs /\$75,000

Park & Facilities – REET – Funding for the emergency repair of a failed pump at the Sekiu Pump Station /\$70,000

Public Works – Clallam Bay/Sekiu Sewer - Funding for the emergency repair of a failed pump at the Sekiu Pump Station /\$70,000

Sheriff – Jail Medical – Funding for Inmate Health Care Services for FY2021/\$19,219

2. The Budget Director has reviewed the accounting method for the debatable emergencies and approved it by numbering and initialing the attached *Budget Change Forms*.

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

1. The amount of money required to meet the public emergency listed above is authorized for expenditure provided that no expenditure is made or liability incurred pursuant to the resolution under RCW 36.40.150 until a period of five days, exclusive of the date this resolution is signed, have elapsed.
2. The Treasurer is authorized and requested to make any necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this twenty-sixth day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, Clerk of the Board

c: Budget Director
Treasurer
Affected Department

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/04/2021 ✓

Budget Hearing/Meeting Date: 1/26/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.293 ✓	Budget Name	General Funds Reserve ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000	Ending Fund Balance	75,000
Total				75,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	59790.00.0000 ✓	Transfer to Bullman Beach	75,000
Total				75,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from General Fund Reserves to Bullman Beach Water System fund that the County was assigned receivership for in late 2020. The amount represents the initial placeholder funding to support the preliminary estimated operating, maintenance, administration and pre-engineering assessment costs of the fund. This funding does NOT include funding for the cost of the water system capital replacement costs to be incurred, which will be determined at a later date once an engineering assessment is completed and the proposed solution is determined. (1 of 2)

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/04/2021 ✓

Budget Hearing/Meeting Date: 1/26/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	43401.611 ✓	Budget Name	PW- Bullman Beach Water System ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	Bullman Beach Water System ✓	39790.00.0000 ✓	Transfer from General Fund Reserves	75,000
Total				75,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	Bullman Beach Water System ✓	53450.49.0090 ✓	Miscellaneous	75,000
Total				75,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from General Fund Reserves to Bullman Beach Water System fund that the County was assigned receivership for in late 2020. The amount represents the initial placeholder funding to support the preliminary estimated operating, maintenance, administration and pre-engineering assessment costs of the fund. This funding does NOT include funding for the cost of the water system capital replacement costs to be incurred, which will be determined at a later date once an engineering assessment is completed and the proposed solution is determined. (2 of 2)

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

A handwritten signature in dark ink, appearing to be "J. Cool".

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/04/2021 ✓

Budget Hearing/Meeting Date: 1/26/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	30101.911 ✓	Budget Name	Parks & Facilities - REET ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911 ✓	Parks & Facilities - REET ✓	50800.00.0000	Ending Fund Balance	70,000
Total				70,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911 ✓	Parks & Facilities - REET ✓	59735.00.0070 ✓	Transfer to Clallam Bay/Sekiu Sewer	70,000
Total				70,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from Parks & Facilities REET 1 to Clallam Bay/Sekiu Sewer for an emergency repair of a failed pump at the Sekiu Pump Station. (1 of 2)

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/04/2021 ✓

Budget Hearing/Meeting Date: 1/26/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	41401.611 ✓	Budget Name	PW – Clallam Bay/Seki Sewer ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay/Seki Sewer ✓	39735.00.0070 ✓	Transfer from REET 1	70,000
Total				70,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay/Seki Sewer ✓	59430.41.7777 ✓	PW Other Services and Charges	70,000
Total				70,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from Parks & Facilities REET 1 to Clallam Bay/Seki Sewer for an emergency repair of a failed pump at the Sekiu Pump Station. (2 of 2)

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Two handwritten signatures in black ink, one above the other, located in the bottom right area of the form.

CLALLAM COUNTY BUDGET CHANGE FORM

1/5/2021

Date Submitted: 01/05/2021

Budget Hearing/Meeting Date: 01/26/2021 ✓

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- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or revisions within departments
- **Reduction of Budget** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx	00100.816 ✓	Budget Name	Sheriff's Jail Medical ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending fund Balance	\$ 19,219
Total				\$ 19,219 ✓

EXPENDITURES

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.816 ✓	Sheriff's Jail Medical	52360.41.0020 ✓	Professional Services	\$ 19,219
Total				\$ 19,219 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Amendment #10 to the Correctional Healthcare Services Agreement for Inmate Health Care Services was signed by the Board of County Commissioners on 12/08/20. This budget action provides the appropriate amount of funding to pay the contracted costs in FY2021.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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