



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, January 3, 2023 – 8:00 a.m.

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

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link: <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

Administration – 9 a.m.

1. Calendar/Correspondence
2. Letter of support to Department of Veterans Affairs regarding the North Olympic Regional Veteran's Housing Network Grant and Per Diem Transition in Place application

Letter of support 

3. Agreement amendment 3 requesting approval of a 6-week extension of current contract language with the Clallam County Public Defender (2d)*

Agreement amendment 

Item 3 additional document - submitted after agenda was posted on 12/29/22 

Board of Commissioners

4. Resolution designating Commissioner involvement on advisory boards 2023

Resolution 

Budget

5. Agreement amendment 1 with John Paul Knox dba KnoxWorks for Housing Solutions Committee project management and policy support

Agreement amendment 

6. Agreement amendment 1 with Public Works for Hotel/Motel Tax Funds 2023 – Olympic Discovery Trail Improvement Project

General Discussion/Items for Future Agendas

- a. SBDC update (January 23)
- b. Marine Resources Committee projects update (January 30)
- c. Olympic National Forest update (February 6)
- d. Olympic National Park update (February 6)
- e. Department of Natural Resources Meeting (March 20 at 1 p.m.)
- f. Marine Resources Committee project update (March 27)
- g. Joint Meeting with Port of Port Angeles (April 24 at 11 a.m. at Port)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1-3-23**

REGULAR AGENDA ☒ **Meeting Date: 1-10-23**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Letter of Support:

Letter of support for North Olympic Regional Veteran's Housing Network's (NORVHN) Grant & Per Diem Transition in Place application. NORVHN has been providing homeless Veterans services on the Olympic Peninsula of Washington State since 2011. This GPD application will house Veterans with chronic medical and mental health conditions in Forks, Washington.

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?)

Approval of a letter of support to Department of Veterans Affairs for Olympic Regional Veteran's Housing Network's (NORVHN).

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, North Olympic Regional Veteran's Housing Network

Relevant Departments: Board of Commissioners

Date submitted: 12-15-22

* 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)



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

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

RICH SILL, County Administrator

File: A72

January 10, 2023

Department of Veteran Affairs
810 Vermont Avenue
NW Washington, DC 20420

RE: NORVHN's VA Grant & Per Diem Transition in Place Application

To Whom It May Concern:

Please consider this letter as an indication of our support for North Olympic Regional Veteran's Housing Network's (NORVHN) Grant & Per Diem Transition in Place application. NORVHN has been providing homeless Veterans services on the Olympic Peninsula of Washington State since 2011. This GPD application will house Veterans with chronic medical and mental health conditions in Forks, Washington.

NORVHN is the only agency providing shelter and permanent supportive housing in Clallam and Jefferson Counties which is specifically for Veterans. Clallam County has partnered with NORVHN in the years they have been working within this field and we support their vision of creating transition in place housing for the most vulnerable population of our local Veterans.

We strongly encourage you to support NORVHN in the creation of this program. This development will add to NORVHN's housing portfolio and increase the number of low income rentals married with support available in our community.

We appreciate your consideration.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



AGENDA ITEM SUMMARY

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

3.
JAN 03 2023
2d

Department: Human Resources

WORK SESSION ☒ **Meeting Date: 1/3/2023**

REGULAR AGENDA ☒ **Meeting Date: 1/3/2023**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 831.23.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The current Clallam County Public Defender contract ends 12/31/2022 and negotiations on a new agreement are ongoing. Requesting the approval of a 6-week extension of the current contract language that will allow the time needed to complete negotiations.

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?** ☐

Unknown – Contract in negotiation

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

Approve the 6 week extension as presented.

County Official signature & print name: Tom Reyes Tom Reyes

Name of Employee/Stakeholder attending meeting: Tom Reyes / Mark Lane

Relevant Departments: HR/Courts

Date submitted: 12/29/2022

* 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
PUBLIC DEFENDER CONTRACT
AMENDMENT #3**

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

Name: Clallam Public Defender

Address: 516 East Front Street
Port Angeles, WA 98362

Telephone: 360.452.3307

(hereinafter called "Contractor").

The original Agreement was entered into by the County and Contractor on December 18, 2018 and amended on December 15, 2020 and December 7, 2021 (Amendment #2), attached and hereby incorporated by reference. This agreement will serve as an extension of Amendment #2 commencing on the first day of January 2023 and shall terminate on February 10, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2023.

CLALLAM PUBLIC DEFENDER

Harry D. Gasnick, Director

Date: _____, 2018

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board



PERSONAL SERVICES AGREEMENT
PUBLIC DEFENDER CONTRACT
AMENDMENT #2

Contract

831.21.001 12/7/21 2a

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

Name: Clallam County Public Defender (hereinafter called "Contractor")
Address: 516 E. Front Street
Port Angeles, WA 98362
Phone No: (360) 452-3307

The Agreement entered into by the County and Contractor on December 18, 2018 and amended on December 15, 2020, is hereby amended as follows. In all other respect the terms and conditions of the original Agreement remain in full force and effect.

This Amendment is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B - Compensation

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

The original Agreement, as hereby amended, will expire on December 31, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 7 day of December 2021.

CONTRACTOR

Harry D. Gasnick, Director

CLALLAM COUNTY BOARD OF
COMMISSIONERS

Mark O'Neil, Chair

Date: 12/7/21 20

Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY and by Stanley 10/29/2021

R

SCOPE OF WORK

In addition to the Scope of Work memorialized in the original Agreement and in Amendment #1, the Contractor will provide in a manner and quality consistent with the Rules of Professional Conduct applicable to attorneys in Washington State the following legal representation:

Matters in Superior Court relating to Blake v. State may be handled by Contractor's attorneys who are regularly assigned to District Court. Each Blake related matter handled by a District Court attorney will be counted to the District Court caseload as 1.36 of a District Court case.

COMPENSATION

1. ☒ a. **FIXED FEE FOR SERVICE:**

1. Effective January 01, 2022, an increase of Two and One Half Percent (2.5%) to the compensation amount in effect December 31, 2021.

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Contract 831-18-001
PERSONAL SERVICES AGREEMENT
PUBLIC DEFENDER CONTRACT
AMENDMENT #1
2d
12/15/20

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

Name: Clallam County Public Defender (hereinafter called "Contractor")
Address: 516 E. Front Street
Port Angeles, WA 98362
Phone N^o: (360) 452-3307

The Agreement entered into by the County and Contractor on December 18, 2018 is hereby amended as follows. In all other respect the terms and conditions of the original Agreement remain in full force and effect.

This Amendment is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation

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

The original Agreement, as hereby amended, will expire on December 31, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 15th day of December 20 20.

CONTRACTOR


Harry D. Gasnick, Director

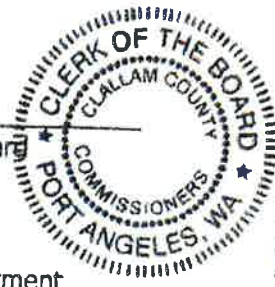
CLALLAM COUNTY BOARD OF
COMMISSIONERS


Mark Ozias, Chair

Date: 12/4 2020

ATTEST:


Loni Gores, Clerk of the Board



Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY and by Alvarez 11-12-2020

SCOPE OF WORK

In addition to the Scope of Work memorialized in the original Agreement, the Contractor will provide in a manner and quality consistent with the Rules of Professional Conduct applicable to attorneys in Washington State the following legal representation:

Representation of indigent persons who are the subject of a judicial proceeding in which the indigent person may be subject to an Order of Quarantine (or a similar form of relief) as a result of or caused by the corona virus, commonly known as COVID-19. This may include an indigent person a) infected with COVID-19 or b) residing in the same household as a person infected with COVID-19.

COMPENSATION

1. ☒ a. FIXED FEE FOR SERVICE:

1. Effective January 01, 2021, an increase of One Percent (1%) to the compensation amount in effect as of 07/01/2020 in the original Agreement.
2. Effective July 01, 2021, an increase of One Percent (1%) to the compensation amount in effect as of 01/01/2021.

26
12/18PERSONAL SERVICES AGREEMENT

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

Name: Clallam Public Defender

Address: 516 East Front Street
Port Angeles, WA 98362

Telephone: 360.452.3307

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment "A" – Scope of Work.

☒ Attachment "B" – Compensation.

☒ Attachment "C" – General Conditions.

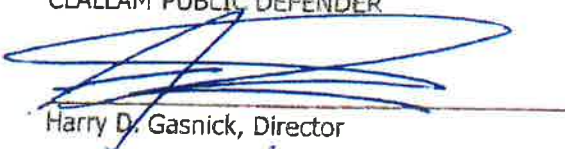
☒ Attachment "D" – Special Terms and Conditions.

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

The term of this Agreement shall commence on the first day of January 2019 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2020.

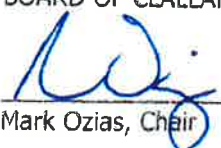
IN WITNESS WHEREOF, the parties have executed this Agreement on the 18th day of December, 2018.

CLALLAM PUBLIC DEFENDER

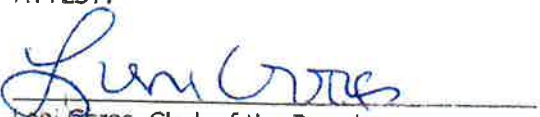

Harry D. Gasnick, Director

Date: 12/13, 2018

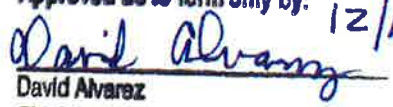
BOARD OF CLALLAM COUNTY COMMISSIONERS


Mark Ozias, Chair

ATTEST:


Loni Gores, Clerk of the Board

Approved as to form only by:


David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County

12/12/18

SCOPE OF WORK

The Clallam Public Defender shall provide primary (non-conflict) criminal defense and related services for indigent criminal defendants and certain other persons facing commitment or incarceration in Clallam County. Among those matters that are not included within the scope of this contract are: capital cases, sexually violent predator proceedings under RCW 71.09 et. seq., family court contempt proceedings, truancy proceedings, and dependency proceedings.

The Contractor's obligation to provide services under this Agreement shall be limited to cases or matters in which the Judge or Commissioner of the Court having jurisdiction over the case or matter makes a specific determination of indigence, based on a fair study of need, and appoints Contractor to the case or matter by Court order. Contractor shall also provide services for mental health and substance addiction Involuntary Treatment Alternatives (commitment) proceedings upon designation as counsel by the initiating authority/designated mental health professional.

The Contractor has the right, for good cause shown and with the Court's permission, to decline to represent, or discontinue representing any individual, who by his request, action, conduct or financial ability, waives the right to the assistance of counsel at public expense, or under other circumstances which the court finds to constitute just cause for declination or withdrawal by the Contractor from such representation.

In the event of conflict of interest arising and precluding Contractor from representing a client, and upon a finding by the Court having jurisdiction over the case or matter that such conflict exists and precludes Contractor from representing the defendant, and the Court designates another attorney to represent the client, it shall be at the expense and under the supervision of the Court.

The Contractor will continue active representation and will complete cases which were assigned in the calendar years covered by the term of this contract faithfully and with due diligence; and, further, in the event that the Contractor is not awarded the full contract for the following calendar year(s), or the contract is terminated hereunder, Contractor shall then be compensated at an hourly rate of \$10 less than the hourly rate paid by the court to "conflict attorneys" for those defense services that are not renewed or otherwise terminated for which Contractor had been assigned prior to termination. For those cases that were in warrant status at the time of the expiration of the current contract or go to warrant status during this "winding down" period of the contract, the Contractor shall be permitted to withdraw from such cases in the event there is continuous warrant status for ninety (90) or more days. In the event that work is necessary on carry-over cases and defender is not awarded the contract, Contractor will be responsible for keeping a record of time worked after the term of this contract on cases for the County and must submit a monthly, itemized statement of hours worked in support of payment to the Board of Clallam County Commissioners.

Nothing in this agreement shall be construed to impair or inhibit the exercise of independent professional judgment when an attorney-client relationship has been established, nor shall this Agreement require or authorize any attorney to engage in conduct prohibited by the Rules of Professional Conduct.

None of Contractor's attorneys may engage in the private practice of law except that part-time attorneys may engage in the private practice of law with the written consent of the Public Defender Board (the term "private practice" in this section does not include pro bono nor personal/family legal matters). In the discretion of the Director, Contractor may also provide post-conviction assistance to former clients and assist accused persons in obtaining court appointed counsel, including the Contractor, to represent them in matters otherwise within the scope of this contract.

The Contractor shall be responsible for investigative services up to thirty thousand dollars (\$30,000).

This contract is based upon the need for Contractor to staff up to 3 supervised attorney caseloads for adult Superior Court, one (1) supervised attorney dedicated to service the juvenile court caseload, and sufficient attorneys to staff up to one thousand five hundred (1500) case appointments for District Court 1 and one hundred (100) case appointments for District Court 2. Additionally the Director shall personally staff up to 0.5 of an assigned attorney caseload. Contractor shall provide sufficient staff to support appointed counsel. All attorneys providing services under this contract shall annually attend at least 7 hours of training approved by the Washington State Office of Public Defense (OPD).

Attorney Qualifications: Contractor acknowledges and agrees that the County has an obligation to provide competent counsel to indigent persons subject to proceedings in Clallam County District, Superior, and Juvenile Courts. Contractor, and Contractor's attorney's shall perform all services in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of misdemeanor and/or felony crimes in the state of Washington and generally exercised by the members of the Washington State Bar Association (WSBA) and as governed by Washington State Court Rules – Rules of Professional Standards. Without limitation in that regard, Contractor acknowledges and agrees, that contractor, and Contractor's attorneys, have a fundamental duty and responsibility to promote and protect the best interests and rights of all persons whom the Contractor, or Contractor's attorneys, are appointed to represent under this Agreement. Further, Contractor agrees to notify the County in writing within three (3) business days in any event where the Contractor, or Contractor's attorneys, license to practice law in Washington is revoked, or is found by a court of competent jurisdiction to have rendered ineffective assistance of counsel to any person, or attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services, or in the event Attorney is suspended or disbarred from practice of law in any other state or jurisdiction.

COMPENSATION

Based upon anticipated caseloads specified in this agreement, payment from County to Contractor for the 2019 calendar year shall be \$1,504,984. Payment from County to Contractor for the 2020 calendar year shall include a 1% increase on 1/1/20 and an additional 1% increase on 7/1/20. Payments to be made on a quarterly basis, with each payment equal to one-quarter (1/4) of the total amount as herein stated. Payments will be made on January 14, April 5, July 5, and October 5. This amount includes all of the grant monies from RCW 10.101.050, .060, and .070, received by the county.

Contractor shall be responsible for all recordkeeping and reporting requirements under RCW 10.101.050, .060, and .070, and shall provide contemporaneous copies to the County. Services provided by the Contractor that fall under RCW 72.72 et seq., may be billed separately by the Contractor to the State of Washington.

This Agreement may be reviewed periodically and renegotiated as necessary by either party with respect to caseload. In the event that as of September 30, 2018, Contractor's annual adult Superior Court assignments/appointments exceed the Washington Defender Association caseload standards, or are predicted to be less than 80 percent of those standards, or are otherwise out of compliance with Washington State Supreme Court Rules CrR 3.1, CrRLJ 3.1, and JuCR 9.2 (including case weighting standards adopted by county ordinance as authorized by those rules) as they read now or are modified hereafter, the contract shall be renegotiated unless the parties waive the rights of renegotiations, in which case Contractor has the option of providing representation in such excess appointments and to be compensated at a reasonable rate established by the Court in each case or matter. Contractor shall provide written notice to County within two business days of determining that the annual court assignments/appointments exceed or are predicted to exceed the Washington Defender Association caseload standards based on the previously stated minimum staffing requirement.

In the event District Court 1 case assignments exceed one thousand five hundred (1500) cases for the year, Contractor shall accept up to one hundred (100) additional case assignments at an additional rate of \$240.00 per case. In the event that as of September 30, of each year of this contract, Contractor's annual District Court 1 assignments/appointments exceed 1600 cases, or are predicted to be less than 1100 cases, the contract shall be renegotiated unless the parties waive the rights of renegotiations, in which case Contractor has the option of providing representation in such excess appointments and to be compensated at a reasonable rate established by the Court in each case or matter. Contractor shall provide written notice to County within two business days of determining that the annual court assignments/appointments exceed or are predicted to exceed the Washington Defender Association caseload standards based on the previously stated minimum staffing requirement.

In the event of appointment involving a gravely serious offense, including but not limited to aggravated murder, especially complex litigation, or an unusually large number of charges, victims or defendants, as from a massive drug arrest, any of which might necessitate a disproportionately large expenditure of attorney time or costs, not contemplated within this Agreement, then Contractor reserves the right to first attempt to renegotiate the Agreement with the Board of Clallam County Commissioners, to be handled on an emergency basis, and then, in the event such negotiation is unsuccessful, to request that the Court appoint special counsel at Court expense and administration.

Compensation herein shall cover, but not be limited to salaries, overhead, investigative fees up to \$30,000.00, travel, training, library, telephones, etc.

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 Exhibit "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 Exhibit "B." Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the county voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "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 to the express and prior written approval of the County which approval will not be unreasonably withheld.
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, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "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 he/she/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.

Contractor will defend, indemnify, and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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 unless Clallam County is itself responsible for such assessment. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement for any liability due by Contractor to the County under this paragraph may be made by deducting from such future payments a pro rata share of the amount to be reimbursed based upon the following formula:

$$\frac{\text{Total amount to be reimbursed}}{\text{Number of payments remaining}} = \text{Deduction from payment}$$

Notwithstanding a 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 which 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 Requirement. 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. 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 which 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 until all work called for has been fully performed. 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 shall 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, subject to the right of Contractor to be compensated for all work performed .

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, but may only do so upon not less than 180 days' notice to the Contractor in writing. Such notice may not be given prior to September 1, 2019. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices 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. The parties acknowledge that during the term of this Agreement there may be amendments to the "Interlocal Agreements Regarding Criminal Justice," agreements also referred to as the "Consolidation Agreement(s)." Those future amendments may decrease the revenue coming to the County to compensate the County for the costs it incurs undertaking the prosecution and indigent defense of misdemeanor charges pursuant to the Consolidation Agreement. Should one or more of the cities that is a party to a Consolidation Agreement decide to exit that Agreement and instead choose to be solely responsible for all costs associated with the prosecution and indigent defense of misdemeanors occurring within its boundaries, then the County may terminate this agreement after providing 180 days' notice in writing to the Contractor. Such notice may not be given until after September 1, 2019.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to accept new court assignments as of the effective date of the 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. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to 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.
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. 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 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 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 by the County 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 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 of 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 and employees from any claimed action, cause or demand brought against the County, its appointed and elected officers and employees, to the extent such action is based on the claim that information supplied by the Contractor infringes 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 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 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 are in error.

In connection with appeal of any proceeding under this clause, the Contractor shall have the opportunity to be heard and to offer evidence in support of the appeal. 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 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 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.

21. 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 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 by such failure to perform.

Interest shall accrue at the rate of 12 percent per annum from the time the County demands repayment of funds.

22. 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. 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 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.
23. 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.
24. 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.
25. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
26. 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.
27. 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. 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.

28. 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.
29. 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 and statutes and regulations;
 - (b) Scope of Work (Attachment "A") and Compensation (Attachment "B");
 - (c) Special Terms and Conditions (Attachment "D"); and
 - (d) General Conditions.
30. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior to 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.
31. 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.
32. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given fair and reasonable interpretation and should not be construed less favorably against either party.
33. Survival. The provision of Paragraphs 4, 7, 11, 13-19, 21 and 29-33 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
34. 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 as set forth below:
- With each request for payment
 - ☐ Monthly
 - ☒ Quarterly
 - ☐ Semi-annually
 - ☒ Annually
 - ☐ Project completion
 - ☐ Other(specify) _____
-
-

The written Quarterly and Annual Reports shall include, at a minimum, the following:

- a) Number of cases handled by offices;
- b) Jurisdiction and court of cases prosecuted, e.g., city, state, county, tribal; District Court, Juvenile Court, Superior Court. In addition, for Superior Court and Juvenile Court, Case Weighting data shall be provided, to include current case status (open or closed).
- c) Nature of cases, e.g., misdemeanors, gross misdemeanors, felonies, juvenile, appeals, probation violations;
- d) Supplementary reports consistent with OPD Public Defense Improvement Program Training Requirements and Contract Attorney Time Reporting Requirement

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 product, 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 and employees, shall be specifically named as co-insured 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 coverage shall be provided:

- ☐ COMPREHENSIVE GENERAL LIABILITY:
Bodily injury, including death. \$ _____ per occurrence
Property damage \$ _____ per occurrence
- ☒ ERRORS AND OMISSIONS: \$ 1,000,000 per occurrence

☐ WORKERS COMPENSATION: Statutory amount

☐ AUTOMOBILE: coverage on owned, non-owned, rented, and hired vehicles
\$ _____ bodily injury, liability, including death, per occurrence
\$ _____ property damage liability, per occurrence

Any such insurance carried by the Contractor is primary over any insurance carried by Clallam County. 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 insurance coverage shall be submitted to the 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.

☐ 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):

**PERSONAL SERVICES AGREEMENT
PUBLIC DEFENDER CONTRACT
AMENDMENT #3**

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

Name: Clallam Public Defender

Address: 516 East Front Street
Port Angeles, WA 98362

Telephone: 360.452.3307

(hereinafter called "Contractor").

The original Agreement was entered into by the County and Contractor on December 18, 2018 and amended on December 15, 2020 and December 7, 2021 (Amendment #2), attached and hereby incorporated by reference. This agreement will serve as an extension of Amendment #2 commencing on the first day of January 2023 and shall terminate on February 10, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2023.

CLALLAM PUBLIC DEFENDER

Harry D. Gasnick, Director

Date: _____, 20.

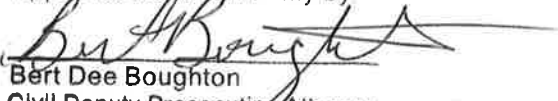
BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1/3/23**
REGULAR AGENDA ☒ **Meeting Date: 1/10/23**

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:

Individual Commissioners serve on, or act as a liaison to, various state and local advisory boards and commissions and wish to confirm these appointments by resolution.

Discussion and Resolution designating Commissioner involvement on advisory boards for 2023.

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

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

Discussion and Resolution designating Commissioner involvement on advisory boards for 2023.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: December 27, 2022

* 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 _____, 2023
DESIGNATING COMMISSIONER INVOLVEMENT ON ADVISORY BOARDS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Individual Commissioners serve on, or act as a liaison to, various state and local advisory boards and commissions and wish to confirm these appointments by resolution.
2. A work session was held January 3, 2023 and the Commissioners stated their preferences.

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

1. All three Commissioners will serve on the Board of Health, the Clallam County Finance Committee, the Olympic Area Agency on Aging (CRJ lead), as members of the Washington State Association of Counties (WSAC), and individually as follows:

MARK OZIAS

Behavioral Health Advisory Board
Canvassing Board
Clallam Transit System
Conservation Futures Program Advisory Board
Law Library Board of Trustees
Lodging Tax Advisory Committee (Alternate)
Marine Resources Committee
North Olympic Development Council
Olympic Area Agency on Aging (Alternate)
Olympic Coast National Marine Sanctuary Advisory Council
Olympic Community Action Programs (OlyCAP)
Olympic Consortium Board (Alternate)
Salish Behavioral Health Associated Services Organization
Sequim Chamber of Commerce Ex-Officio Member
Solid Waste Advisory Committee
Tribal Liaison – Jamestown S'Klallam

RANDY JOHNSON

Clallam County Disability Board
Clallam County Parks Board
Clallam Transit System (Alternate)
Heritage Advisory Board
Homelessness Task Force
Law and Justice Council
Lodging Tax Advisory Committee
Noxious Weed Control Board
Olympic Area Agency on Aging
Olympic Consortium Board
Olympic Region Clean Air Agency (Alternate)
PA Forward
Port Angeles Chamber of Commerce
Salish Behavioral Health Associated Services Organization (Alternate)
Veterans' Affairs Liaison
Washington State Association of Counties - Steering Committee for study of economic impact
Washington Timber Counties Caucus
William Shore Memorial Pool District

Mike French

Canvassing Board (Alternate)
Clallam Bay/Seki Chamber of Commerce Liaison
Clallam Bay/Seki Community Action Team
Clallam Bay/Seki Sewer Advisory Committee
Clallam Transit System
Crescent Community Advisory Council
Developmental Disability Advisory Committee
Forks Chamber of Commerce Liaison
Neah Bay Chamber of Commerce Liaison
Olympic Area Agency on Aging (Alternate)
Olympic Region Clean Air Agency
Peninsula Regional Transportation Planning Organization
Timber Resources Advisory Committee (USFS)
Trails Advisory Committee
Tribal Liaison – Lower Elwha/Quileute/Makah
Veterans' Affairs Liaison (Alternate)
Washington State Association of Counties – Board of Natural Resources and Legislative Steering Committee
West End Betterment Association
West End Business and Professional Association
William Shore Memorial Pool District

PASSED AND ADOPTED this 10th day of January, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozols, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

5

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 1/03/2023

REGULAR AGENDA ☒ **Meeting Date:** 1/10/2023

Required Originals Approved and Attached? ☒
Will Be Provided On:

Item Summary:*

☐ Call for Hearing

☐ Resolution

☐ Draft Ordinance

☒ Contract/Agreement/MOU**

☐ Proclamation

☐ Final Ordinance

Contract # 19951.22.001-1

☐ Budget Item

☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the KnoxWorks in the amount of \$18,000 to provide project management and policy support to the Clallam Housing Solutions Committee is being amended to extend the termination date to February 28, 2023.

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?** ☐

Funding is already allocated in the Affordable Housing Sales Tax 2023 Budget.

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

Please review and sign.

County Official signature & print name: Debi Cook 

Name of Employee/Stakeholder attending meeting: Rich Sill

Relevant Departments: BOCC, Finance

Date Submitted: 12/28/2022

* Submit original and 5 copies

** Submit 3 originals and 5 copies



PERSONAL SERVICES AGREEMENT AMENDMENT 1

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

Name: John Paul Knox (DBA KnoxWorks)

Address: 3112 Friendly Grove Rd NE
Olympia, WA 98506

Phone N°: 360.790.4464

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

☒ Extension of the termination date to 2/28/2023

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

The term of this Amendment shall commence on the 4th day of October 2022 and shall, unless terminated as provided elsewhere in the Agreement, end on the 28th day of February 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2023.

CONTRACTOR

CLALLAM COUNTY ADMINISTRATOR

Print name: Paul Knox

Title: owner - KnoxWorks

Date: Dec 21 - 2022

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

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

2d
10/25/22



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: John Paul Knox (DBA KnoxWorks)

Address: 3112 Friendly Grove Rd NE
Olympia, WA 98506

Phone No: 360.790.4464

(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 4th day of October 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 25 day of Oct., 2022.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Name: John Knox, owner

Mark Ozias, Chair

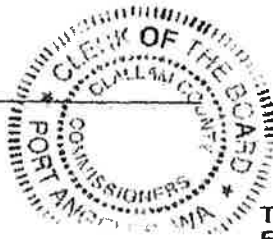
Date: Nov 14 2022

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 1



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

SCOPE OF WORK**Overview**

Our proposal goals are to provide project management, facilitation, and policy support to the Clallam Housing Solutions Committee (CHSC) through December 2022. Our suggested objectives include:

- Engage Committee members via surveys and interviews to gather their insights about housing needs and priorities – based on Clallam BOCC mission/objectives for CHSC.
- Facilitate two group meetings and two retreats that provide team building and develop strategic focus, action priorities and structure.
- Assist, advise and support the transition process for the newly hired county housing director.

Below is our proposal action timeline for your thoughts and comment. Developing this proposal led us to questions regarding decision-making expectations, meeting timeline and related questions. We suggest meeting to discuss follow up on if these meet your goals.

Activity	September	October	November - Dec
Committee Engagement and Planning	• Develop and conduct survey to gauge priorities, information needs, structure, and process insights • Follow up with interviews/small group meetings • Plan and facilitate Sept meeting ○ Initial discussion of group structure options ○ Learning session TBD	• Plan and facilitate October meeting ○ Review/discuss survey results ○ Establish structure: steering team, sub committees, etc. ○ Prepare members for the retreat	• Facilitate 2 in-person retreats - Parts 1 & 2 ○ 2 hours each • Desired outcomes: ○ Clarify strategic focus and priorities ○ Set timeline of activities and work process ○ Sub-team breakouts ○ Prepare state advocacy agenda and plan ○ Social time following
Research best practices and options for this work	• Research and present models of how other communities are organized • County/cities collaboration options • Develop draft options for structure and organizing work clusters per CHSC objectives	• Prepare meeting materials and summary best practices presentations	• Prepare meeting materials and summary presentations • Consult and support housing director in their transition

COMPENSATION

1. X a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of Eighteen thousand DOLLARS (\$18,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than X monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

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

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) 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

x 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: Rich Sill
Title: County Administrator
Address: 223 E 4th Street Port Angeles, WA. 98362
Telephone: 360-417-2242
E-mail: rsill@co.clallam.wa.us
Fax: 360-417-2550

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**X**

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:

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.

X

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 \$ per occurrence

\$ aggregate

Property damage \$ per occurrence

\$ aggregate

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

\$ per occurrence

☒ **WORKERS COMPENSATION:**

Statutory amount

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

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

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

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

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

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

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

- ☐ 4. Other (specify):.



AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 1/03/2023

REGULAR AGENDA ☒ **Meeting Date:** 1/10/2023

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

Item Summary:*

- ☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance

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

- Contract # 19925.22.008-1
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Personal Services Agreement with the Public Works in the amount of \$250,000 for Olympic Discovery Trail improvement projects amended to extend the termination date to December 31, 2023.

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

These funds are already allocated in the Hotel/Motel Tax Fund 2023 Budget.

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

Please review and sign.

County Official signature & print name: Debi Cook

A handwritten signature in blue ink, appearing to read "Debi Cook", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Debi Cook, Steve Gray

Relevant Departments: BOCC, Public Works

Date submitted: 12/27/2022

* 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 AMENDMENT 1

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

Name: Public Works
Address: 223 E 4th St., Suite 6
Port Angeles, WA 98362
Phone N^o: 360-417-2290

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

☒ Extension of the termination date to 12/31/2023

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

The term of this Amendment shall commence on the first day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, end on the thirty-first day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2023.

CONTRACTOR

CLALLAM COUNTY ADMINISTRATOR

A handwritten signature in blue ink, appearing to read "Steve Gray", written over a horizontal line.

Mark Ozias, Chair

Print name: Steve Gray

Title: Deputy Director Public Works

Date: 12/20 2022

Originals: BOCC
Vendor
Initiating Department

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the following 2022 Olympic Discovery Trail (ODT) Improvement Projects:

- 1. ODT-Forks to La Push Trail Corridor Acquisition.** The lodging tax grant will be used to assist with trail corridor acquisition efforts between US 101 and the Olympic National Park boundary in the vicinity of SR 110 needed to support future development of the approximately 13-mile planned western terminus of the ODT between the communities of Forks and La Push.
- 2. Other ODT-Trail Corridor Acquisition.** The lodging tax grant may be used to fund trail corridor acquisition in other ODT gaps if opportunities present and 2022 grant monies remain available after prioritizing Task 1 efforts above.
- 3. ODT-Repair and Maintenance Work.** The lodging tax grant may be used to provide funding support of ODT trail maintenance and repair projects if 2022 grant monies remain available after prioritizing Task 1 efforts above.
- 4. Meet with the Lodging Tax Advisory Committee on a yearly basis to:**
 - Review goals and objectives for tourism enhancement.
 - Review expenditure of funds.
 - Review achievements of the past year.
 - Discuss the proposed work plan for the coming year.
 - Additional review may be required by the Commissioners upon reasonable notice.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWO HUNDRED, FIFTY THOUSAND DOLLARS (\$250,000) 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)

OR

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

Name/Position

Hourly Rate

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

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

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) 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):